

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>O&M Services at the Modesto Federal Building, 12th and "I" Streets, Modesto, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year)</p> <p>Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA41. .CA0053ZZ. . \$9,770.24 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA42. .CA0053ZZ. . \$47,629.95 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA43. .CA0053ZZ. . \$1,221.28 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA46. .CA0053ZZ. . \$43,966.10 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA47.. .CA0053ZZ. . \$12,212.83 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0053ZZ. . \$7,327.68</p>	24.00	MO	7,229.00	173,496.00
0002	<p>O&M Services at the Stockton Federal Building, 401 No. San Joaquin Street, Stockton, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year)</p> <p>Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA41. .CA0121ZZ. . \$18,074.99 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA42. .CA0121ZZ. . \$73,806.23 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA43. .CA0121ZZ. . \$16,568.74 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA46. .CA0121ZZ. . \$33,137.49 1B7J01865.2007.2007.09.BA61.P092S450.512.PGA47. .CA0121ZZ. . \$7,531.27 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0121ZZ. . \$1,506.24</p>	24.00	MO	10,439.00	250,536.00
0003	<p>O&M Services at U.S. Courthouse, 501 "I" Street, Sacramento, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year)</p> <p>Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.516.PGA42. .CA0306ZZ. . \$125,449.95 1B7J01865.2007.192X.09.BA60.P092S450.512.PGA43. .CA0306ZZ. . \$1,160,412.11 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0306ZZ. . \$31,362.48</p>	24.00	MO	63,860.00	1,532,640.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0004	1B7J01865.2007.192X.09.BA61.P092S450.512.PGA46. .CA0306ZZ. . \$15,681.24 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA47. .CA0306ZZ. . \$235,218.70 O&M Services at the U.S. Post Office, 801 "I" Street, Sacramento, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year) Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA41. .CA0083ZZ. . \$67,561.20 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA42. .CA0083ZZ. . \$146,382.63 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA43. .CA0083ZZ. . \$37,534.00 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0083ZZ. . \$30,027.24 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA46. .CA0083ZZ. . \$22,520.40 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA47. .CA0083ZZ. . \$71,314.61	24.00	MO	17,303.00	415,272.00
0005	O&M Services at Federal Building, 2800 Cottage Way, Sacramento, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year) Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA41. .CA0199MM. . \$134,096.68 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA42. .CA0199MM. . \$196,675.14 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA43. .CA0199MM. . \$125,156.90 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0199MM. . \$98,337.60 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA47. .CA0199MM. . \$339,711.60	24.00	MO	40,469.00	971,256.00
0006	O&M Services at John Moss Federal Building & U.S. Courthouse, 650 Capitol Mall, Sacramento, CA, October 1, 2007 to September 30, 2009 (2 Year Base Year) Accounting and Appropriation Data: 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA41. .CA0152ZZ. . \$86,466.63 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA42. .CA0152ZZ. . \$249,792.50	24.00	MO	41,802.00	1,003,248.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	1B7J01865.2007.192X.09.BA61.P092S450.512.PGA43. .CA0152ZZ. . \$96,074.10 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA45. .CA0152ZZ. . \$163,325.82 1B7J01865.2007.192X.09.BA61.P092S450.512.PGA47. .CA0152ZZ. . \$365,081.35				

Option Period 3 - Yr 7															
01 Oct. 2013 - 30 Sept. 2014															
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Option Period 3 - Yr 7 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)		(b)(4)													
	LABOR \$ TOTALS:														
	ODC \$ TOTALS:														
	VENDOR SUPPORT \$ TOTALS:														
	BLDG SUB-TOTAL:														
	AFSS OH:														
	AFSS G&A:														
	SUB-TOTAL \$:														
	PROPOSED FEE:														
	AFSS TOTAL PROPOSED PRICE:		\$856,394		\$544,092		\$537,736		\$223,910		\$136,189		\$89,765		\$2,388,085
	PROPOSED MONTHLY PRICE:		\$71,366		\$45,341		\$44,811		\$18,659		\$11,349		\$7,480		\$199,007

Option Period 3 - Yr 8															
01 Oct. 2014 - 30 Sept. 2015															
Pos #	Position/Job Title	501 I ST.		650 Cap. Mall		2800 Cot. Way		801 I ST.		401 N. San J.		1125 N. San J.		Option Period 3 - Yr 8	
		Sac., CA		Sac., CA		Sac., CA		Sac., CA		Stockton, CA		Modesto, CA		Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)	(b)(4)														
														</	

Base Period -Yr 1															
01 Oct. 2007 - 30 Sept. 2008															
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Base Period -Yr 1 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)		(b)(4)													

	Base Period -Yr 2														
	01 Oct. 2008 - 30 Sept. 2009														
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Base Period -Yr 2 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)															

Total 4,346,458

	Option Period 1 - Yr 3														
	01 Oct. 2009 - 30 Sept. 2010														
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Option Period 1 - Yr 3 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)	(b)(4)														
	LABOR \$ TOTALS:														
	ODC \$ TOTALS:														
	VENDOR SUPPORT \$ TOTALS:														
	BLDG SUB-TOTAL:														
	AFSS OH:														
	AFSS G&A:														
	SUB-TOTAL \$														
	PROPOSED FEE:														
	AFSS TOTAL PROPOSED PRICE:		\$829,391		\$490,665		\$471,420		\$213,129		\$127,560		\$87,584		\$2,219,749
	PROPOSED MONTHLY PRICE:		\$69,116		\$40,889		\$39,285		\$17,761		\$10,630		\$7,299		\$184,979

		Option Period 1 - Yr 4													
		01 Oct. 2010 - 30 Sept. 2011													
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Option Period 1 - Yr 4 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
	(b)(4)	(b)(4)													
	LABOR \$ TOTALS:														
	ODC \$ TOTALS:														
	VENDOR SUPPORT \$ TOTALS:														
	BLDG SUB-TOTAL:														
	AFSS OH:														
	AFSS G&A:														
	SUB-TOTAL \$:														
	PROPOSED FEE:														
	AFSS TOTAL PROPOSED PRICE:		\$829,391		\$490,665		\$471,420		\$213,129		\$127,560		\$87,584		\$2,219,749
	PROPOSED MONTHLY PRICE:		\$69,116		\$40,889		\$39,285		\$17,761		\$10,630		\$7,299		\$184,979

Option Period 2 - Yr 5															
01 Oct. 2011 - 30 Sept. 2012															
Pos #	Position/Job Title	501 I ST. Sac., CA		650 Cap. Mall Sac., CA		2800 Cot. Way Sac., CA		801 I ST. Sac., CA		401 N. San J. Stockton, CA		1125 N. San J. Modesto, CA		Option Period 2 - Yr 5 Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)		(b)(4)													
	LABOR \$ TOTALS:														
	ODC \$ TOTALS:														
	VENDOR SUPPORT \$ TOTALS:														
	BLDG SUB-TOTAL:														
	AFSS OHR														
	AFSS G&A														
	SUB-TOTAL \$														
	PROPOSED FEE														
	AFSS TOTAL PROPOSED PRICE:		\$859,522		\$525,098		\$523,150		\$199,761		\$122,217		\$84,250		\$2,313,999
	PROPOSED MONTHLY PRICE:		\$71,627		\$43,758		\$43,596		\$16,647		\$10,185		\$7,021		\$192,833

		Option Period 2 - Yr 6													
		01 Oct. 2012 - 30 Sept. 2013													
Pos #	Position/Job Title	501 I ST.		650 Cap. Mall		2800 Cot. Way		801 I ST.		401 N. San J.		1125 N. San J.		Option Period 2 - Yr 6	
		Sac., CA		Sac., CA		Sac., CA		Sac., CA		Stockton, CA		Modesto, CA		Totals	
		FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$	FTE	LABOR \$
(b)(4)	(b)(4)														

SECTION B
Supplies or Services & Prices/Costs

B. THE SCHEDULE

B.1. DESCRIPTION OF SERVICES

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise described herein); and shall plan, schedule, coordinate and assure effective performance of Operations, Maintenance and Repair (OM&R) services of facilities, structures, equipment and systems described herein.

B.2. OPTION PERIODS

Offerors are cautioned that any offer may be rejected as non-responsive if it is materially unbalanced as to prices for the options and the initial contract period. An offer is unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

B.3. SERVICE CONTRACT ACT ASSUMPTIONS

Offerors shall price the contract by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial period of performance will apply to the entire performance period of the contract. The minimum wage rates and fringe benefits applicable to the initial period of performance are outlined in the incorporated wage determination.

Contract price(s) will be adjusted upward or downward effective on each anniversary date of the contract in accordance with the clause contained in Part II, Section I, FAR 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MAY 1989), with the incorporation of an updated wage determination.

B.4. ORDERING LIMITATIONS

The annual maximum ordering limitation for Additional Services and Reimbursable Repairs is \$2,000,000.00.

The limitation per order for Additional Services and Reimbursable Repairs is \$100,000.00.

The price of the Basic Services of this contract serves in place of an annual minimum ordering limitation.

B.5. AUTOMATIC PRICE ADJUSTMENT FOR MINOR INVENTORY CHANGES

B.5.1. Inventory Changes

If changes are made in the inventory of equipment requiring preventive (scheduled) maintenance during the period of performance of the contract (including option periods), the contract price shall be automatically adjusted as follows, using the then

current edition of the "Preventive Maintenance" section of R.S. Means' Means Facilities Maintenance & Repair Cost Data:

(1) For each item added or deleted, multiply the annualized man-hours standard for the most comparable item in the book by the appropriate hourly rates in the Price Schedule.

(2) To the value determined in (1) above, add the annualized material bare cost for the same item in the book.

(3) This process should be conducted for each item of equipment added or deleted. Deletions shall be treated as negative numbers.

(4) The summation of item values determined by steps (1) through (3) above shall produce the total change in contract price. This may be positive or negative.

This adjustment only applies to actual physical changes in building equipment during the term of the contract. Errors in inventory or assessment of the facility by the contractor when developing the contractor's offer are the responsibility of the Contractor and shall not result in price adjustment.

This adjustment constitutes the sole adjustment to price for the change in building equipment. No additional adjustment will be permitted for operation, tours, repairs, etc. New equipment is to be operated, maintained and repaired as described herein as required for equipment present at the commencement of contract performance.

If Means Facilities Maintenance and Repair Cost Data does not include certain items, changes in inventory quantities of these items shall be subject to an adjustment, using, in order of precedence:

1. if work has been or will be subcontracted, actual subcontractor cost without markup;
2. if equipment is included in the Public Buildings Maintenance Guides and Time Standards, then the estimated hours for maintenance found in this guide multiplied by the appropriate hourly rate found in the Price Schedule.
3. the parties best estimate of the direct cost of maintenance only.

Where a portion of a building will be vacant for some period of time GSA

B.5.2. Cumulative Adjustment

If cumulative price changes result in a net change in contract price per month of +10%, or -10% this process will not be used for further changes. In this event, the contract will be subject to a negotiated equitable adjustment for all further changes.

B.6. PRICE ADJUSTMENT FOR EQUIPMENT UPGRADES

If GSA funds upgrades to Controls or equipment, the contract price is subject to a negotiated price reduction to reflect the decrease in operations and maintenance costs reasonably expected from the improvements.

B.7. RESPONSIBILITY FOR ASSESSING THE FACILITY

The contractor, at the time the contractor is developing an offer in anticipation of a contract, is responsible for assessing the facility equipment inventory, condition of equipment and systems, and effort needed to operate and maintain the equipment and systems. The contractor is afforded some additional protection from repairs liability under the initial deficiency list provisions herein, but is otherwise responsible for assessing the cost and effort needed to meet contract requirements. Equipment inventory and maintenance records provided for the review of offerors are provided in good faith for informational purposes, but usually contain some errors. Contract price will not be adjusted on the basis of errors in records reviewed by the contractor when preparing the offer.

B.8. PRICE SCHEDULE

Each line item below includes all labor, materials, equipment, tools, supervision and management support to accomplish the relevant tasks in accordance with the specification. All proposed prices should be for the unit indicated.

2 YEAR FOR initial, and (3) (2-YR) OPTIONS

Note: The performance period and options are not to exceed (8) years.

LINE	DESCRIPTION OF SERVICE	Notes	UNIT	BID PRICE: BASE YEAR 1	BID PRICE: FIRST OPTION YEAR 3	BID PRICE: SECOND OPTION YEAR 5	BID PRICE: THIRD OPTION YEAR 7	
0001	Basic Services: Operations, Maintenance and nonreimbursable Repairs		MONTH	\$	\$	\$	\$	
0002A	Hourly rate, General Maintenance Technician, Normal Working Hours [IQ]	4,5	HOURL	\$				
0002B	Hourly rate, General Maintenance Technician, overtime [IQ]	1,4,5	HOURL	\$				
0002C	Hourly rate, General Maintenance Technician, Emergency Callback [IQ]	2,4,5	HOURL	\$				
0002D	Hourly rate, HVAC Technician, Normal Working Hours [IQ]	4,5	HOURL	\$				
0002E	Hourly rate, HVAC Technician, overtime [IQ]	1,4,5	HOURL	\$				
0002F	Hourly rate, HVAC Technician, Emergency Callback [IQ]	2,4,5	HOURL	\$				
0003	Standard Coefficient [IQ]	3,4	PERCENT OF COST	%				
0004	OPTION: Elevator - Excluded from contract.	4,6	MONTH	\$	\$	\$	\$	
			MONTH	\$				

NOTES:

1. Overtime hourly rates shall be applied for Additional Services and Reimbursable repairs work required to be performed after the Normal Working Hours of the buildings if such work is able to be scheduled in advance.
2. Emergency callback hourly rates shall be applied when a technician must be called in outside of Normal Working Hours, without advance scheduling, to perform Additional Services or Reimbursable Repairs. The minimum hours per incident is four (4) hours (i.e., the Contractor may charge for a minimum of four hours regardless of the number of hours actually required). GSA may request additional non-emergency work to be done during the same site visit to make use of the four hours.
3. The Standard Coefficient is the markup to be applied to the Contractor's actual cost of subcontract work or reimbursable parts and materials (as documented by invoice) for Additional Services work and for determining the cost of Repairs. The Standard Coefficient applied to the base year of the contract shall also apply to all option years.
4. Lines marked IQ are indefinite quantity line items. These rates only apply to work which is reimbursable, i.e., either Additional Services or for Reimbursable Repairs.
5. Hourly rates are proposed only once. These rates may, in the event of wage determination rate increases, be escalated in accordance with FAR 52-222.44.
6. This is an option which may be exercised at the discretion of GSA either at commencement of the contract, or at any time during the term of the contract with 30 days written notice. If exercised, the option may be removed from the scope of the contract with 30 days notice at any time during the term of the contract.

SECTION C

Description/Specifications/Statement of Work

C. PERFORMANCE WORK STATEMENT

C.1. GENERAL SCOPE OF WORK

The Contractor shall provide Operations, Maintenance and Repair services for the following Federal Buildings: 501 I Street, Sacramento, CA; 801 I Street, Sacramento, CA; 650 Capitol Mall, Sacramento, CA; 2800 Cottage Way, Sacramento, CA; 401 N San Joaquin Street, Stockton, CA and Modesto Federal Building, 12th and I Streets, Modesto, CA, to include the following (as defined herein):

- 1) Electrical systems;
- 2) Mechanical systems and equipment;
- 3) Fire Protection systems and equipment;
- 4) Control Systems controlling all systems which themselves are within the scope;
- 5) Architectural and Structural systems, fixtures, structures and equipment within the government owned site;
- 6) Service call desk operations, to include record keeping using the computerized maintenance management system;
- 7) Maintenance of Landscape Irrigation Systems;
- 8) Mechanical equipment for window-washing (wall glider, tracks, and associated equipment);
- 9) Electrical Testing, Inspection and Maintenance;
- 10) All appliances in the day care center including repairs and replacement.

Additional Services may be ordered at the discretion of GSA for work relating to the OM&R or upgrade of the covered facilities, but is not covered in the Basic Services of the contract, as described herein.

Additional equipment or facilities within the control of the same GSA Field Office may be added to the contract scope through negotiation at any time during the term of the contract.

Excluded from the scope are:

- 1) Elevator/vertical transportation systems¹;
- 2) Security Systems;
- 3) Telecommunication Systems;
- 4) Equipment owned and operated by tenant agencies;
- 5) Furnishings (not installed as fixtures);
- 6) Equipment owned by servicing public utilities;
- 7) Upgrade of software or software licenses (to include BAS and CMMS).

¹ The scope exclusion includes light fixtures within hoist ways and pits. The exclusion does not extend to lighting and electrical service to machine rooms, or HVAC service to machine rooms.

C.2. REFERENCES

The following publications are incorporated by reference, as setting quality, performance and design standards for work required herein. Unless a specific date is provided, references are for the version in published at the time of issue of the solicitation, to include any addenda or errata published by the publishing organization.

- 1) Public Buildings Maintenance Guides and Time Standards GSA-PM, January 1995;
- 2) Facilities Standards for the Public Buildings Service (PBS P100);
- 3) U.S. Courts Design Guide;
- 4) SMACNA HVAC Systems Testing, Adjusting & Balancing;
- 5) ASHRAE Guideline 1 HVAC Commissioning Process;
- 6) ASHRAE Guideline 4 Preparation of Operating and Maintenance Documentation for Building Systems;
- 7) ANSI/ASHRAE Standard 15 Safety Code for Mechanical Refrigeration;
- 8) ANSI/ASHRAE Standard 34 Number Designation and Safety Classification of Refrigerants;
- 9) ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy (with addenda and interpretations through 12/31/96);
- 10) ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality;
- 11) ANSI/ASHRAE Standard 100, Energy Conservation in Existing Buildings- Commercial;
- 12) ANSI/ASHRAE Standard 111, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air Conditioning, and Refrigeration Systems;
- 13) ASME Boiler and Pressure Vessel Code;
- 14) ASME CSD-1 Control and Safety Devices of Automatically Fired Boilers;
- 15) National Board Inspection Code
- 16) CSI Master Format (1995 edition)
- 17) NETA Maintenance Testing Specification for Electrical Power Distribution Equipment and Systems;
- 18) NFPA 70B Recommended Practice for Electrical Equipment Maintenance;
- 19) DOE/EE-0157 International Performance Measurement and Verification Protocol;
- 20) R.S. Means Facilities Maintenance and Repair Cost Data;
- 21) R.S. Means Facilities Construction Cost Data.
- 22) National Electrical Code;
- 23) International Building Code;
- 24) International Fire Code;
- 25) International Plumbing Code;
- 26) International Mechanical Code;
- 27) National Fire Protection Association (NFPA) Standards and Codes.

C.3. DEFINITIONS

Key terms are defined as follows:

C.3.1. Acceptance

"Acceptance" means an authorized representative of GSA has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.3.2. Approval

"Approval" means GSA has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) and has determined the documents conform to contract or contract requirements. Government Approval shall not relieve the Contractor from responsibility for complying with contract requirements.

C.3.3. Architectural and Structural

All building systems customarily included in CSI Divisions 2,3,4,5,6,7,8,9,10,13, to include building core and shell, building improvements and finishes, and exterior site improvements (e.g., paving, walkways, exterior lighting, elevator interior finishes, etc.), but excluding equipment owned and operated by tenant agencies or concessions contractors unless indicated otherwise

C.3.4. Basic Services

The Basic Services of the contract consist of the recurring contract requirements for which the Contractor is paid through monthly payments, i.e., the requirements established by the contract statement of work and related general and administrative requirements. Indefinite Quantity requirements (Additional Services and Reimbursable Repairs) are requirements outside of Basic Services, for which payment is made on a case-by-case basis.

C.3.5. Building Automation System (BAS)

The system controlling and monitoring building HVAC, and possibly other systems, to include all device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses.

C.3.6. Building Operating Plan

A mandatory plan that the Contractor prepares for Government approval that describes the Contractor's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.3.7. Computerized Maintenance Management System (CMMS)

A CMMS is a database and application software package which automates the OM&R recordkeeping requirements. As used in this specification, CMMS refers to GSA provided CMMS.

C.3.8. Consumable

Consumable parts or components are parts or components which customarily require regular replacement in a maintenance program, prior to equipment failure. Examples are oil, grease, belts, filters, ballasts, and lamps.

C.3.9. Contractor

"Contractor" as used herein refers to the firm awarded this contract.

C.3.10. Controls/Control System

A Control System is any low voltage control, communication and monitoring system, including but not limited to device, field and global controllers; instrumentation; networking infrastructure; computers and peripherals; software; programming; database files; and licenses. Examples are the BAS, and lighting control systems. Fire protection systems and security systems are excluded from this definition for purposes of this Contract, and are defined separately.

C.3.11. Electrical

All building and site systems of the types generally included in Division 16 in R.S. Means Facilities Construction Cost Data, with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.

C.3.12. Elevator

All building systems of the types generally included in Division 14 in R.S. Means Facilities Construction Cost Data, but not including supporting Electrical and HVAC equipment.

C.3.13. Emergency Callback

A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature that response cannot wait for the resumption of Normal Working Hours.

C.3.14. Fire Protection Systems

Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical and Controls components.

C.3.15. Furnishings

All equipment of the types generally included in Division 11 and 12 in R.S. Means Facilities Construction Cost Data.

C.3.16. Heating, Ventilation and Air-Conditioning (HVAC)

HVAC includes all systems with the function of providing ventilation or temperature control to building spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.3.17. HVAC Operations Manual

The HVAC Operations Manual is a manual prepared by GSA (or a consultant to GSA) providing a description of the functioning of a building's HVAC systems and establishing performance standards for these systems.

C.3.18. Landscape Irrigation Systems

Landscape Irrigation Systems include all piping, tubing, hoses, sprinkler heads, valves, sensors and controllers used to water vegetation.

C.3.19. Mechanical

All building and site systems of the types generally included in Division 15 in R.S. Means Facilities Construction Cost Data, with the exception of equipment owned by a servicing public utility.

C.3.20. Monthly Progress Report

The Monthly Progress Report is a report due monthly itemizing all current incomplete work (e.g., incomplete preventive maintenance, incomplete repairs), summarizing work completed during the month, and itemizing issues under investigation.

C.3.21. Normal Working Hours

Normal Working Hours are 6:00 a.m. to 6:00 p.m. excluding weekends and federal holidays.

C.3.22. Operational Efficiency Upgrade

A systems upgrade project carried out by the Contractor, with Government approval, for purposes of improving the operational efficiency of the facility.

C.3.23. Operations

Operations is the continual process of using building equipment systems to accomplish their function. Operations includes analysis of requirements and systems capabilities, programming and operating Controls and Control Systems, responding to Service Calls, Touring and observing equipment performance and condition, adjusting equipment, identifying needed maintenance and Repairs to equipment, and maintaining lubrication and chemical treatments.

C.3.24. Predictive Maintenance

Predictive Maintenance is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.

C.3.25. Preventive Maintenance

Preventive Maintenance is a program of maintenance activities performed on a fixed schedule, or on equipment runtimes.

C.3.26. Repair

A Repair is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. A "Minor Repair" is a repair that is the Contractor's responsibility with no reimbursement from GSA. A "Reimbursable Repair" is a repair that is reimbursable to the Contractor, in whole or in part, in accordance with provisions herein.

C.3.27. Security Systems

Security Systems include:

- (1) systems to detect intrusion into the building or areas of the building, including sensors and camera systems; and,
- (2) access control systems, such as automatic card readers for building, room or parking lot access²;
- (3) magnetometers and associated equipment for screening persons entering the building(s).

C.3.28. Sequence of Operations

The control logic to operate a system, normally put into effect through a control program.

C.3.29. Service Call

A Service Call is a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. Service Call response involves analysis of the problem, and adjustment of operating or monitoring Controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to BAS or diagnostic software.

C.3.30. Task Order

A Task Order is an order for Additional Services or Reimbursable Repairs under this contract.

C.3.31. Telecommunication Systems

Telecommunication Systems include building telephone systems, and specialized agency communication systems, but excluding the communication subsystems of other systems defined separately herein.

C.3.32. Tour

² However, actual parking lot gates, building doors and gates and other equipment enclosing the site or building(s) shall be considered Architectural and Structural rather than Security Systems. The Security Systems definition covers the controlling and sensing systems controlling access. Door locks are covered by the contract as described under Architectural and Structural maintenance.

A Tour is either scheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without safety hazards, and to make any necessary adjustments to operating Controls or to lubricate equipment, or some combination of such physical visits with automated monitoring of equipment and systems.

C.3.33. Utility Hours

Utility Hours are hours of labor and associated Consumable materials which are performed at the request of the COR at no additional cost to GSA. They must be for work involving skills necessary for the day to day work under this Contract.

C.4. STATEMENT OF WORK

Not later than the (45) days following the effective award date, and the concurrent beginning of operations and maintenance services, the Contractor shall submit for GSA's approval:

During this period the Contractor shall:

1. develop a new, updated Building Operating Plan;
2. inspect the condition of all equipment and systems for which the Contractor will assume responsibility;
3. review work order history and equipment inventory information;
4. Develop the Initial Deficiency List.

C.4.1. Warranty Management

The Contractor shall manage construction warranties (both manufacturers' and general contractors) including new building mechanical equipment installed prior to and during the term of this contract.

The Contractor may assume compliance with warranties for purposes of assessing the Contractor's costs and risks under this Contract, assuming the Contractor is diligent in managing warranties and reporting nonperformance to the COR. If GSA requires the Contractor to perform work that should have been corrected under warranty, such work will be reimbursed to the Contractor under the Additional Services provisions herein.

C.4.2. Initial Deficiency List (IDL)

C.4.2.1. Investigation of Existing Conditions

The Contractor is responsible for investigating the condition of equipment and systems during the Startup Phase. The Contractor shall advise the COR of inspections to be performed in the course of this investigation, and invite the COR to attend such inspections. The Contractor shall notify the COR of any lack of cooperation by the incumbent contractor in carrying out this function.

When the Contract nears completion or is otherwise pending termination, the Contractor is responsible for cooperating with the successor Contractor performing IDL investigation prior, to include providing access to all areas, providing access to records, answering questions and directing all employees to answer all questions honestly and completely.

C.4.2.2. Price Proposal

The Contractor shall submit price proposals for Repairs of items on the IDL as part of the IDL report and agree to maintain validity of said costs for a period of not less than sixty (60) calendar days. These prices shall normally be submitted with the existing deficiency report, although the CO or COR may grant an extension if pricing is particularly complex. Price proposals for Repair of existing deficiencies shall follow the pricing guidelines established for Additional Services. The Government reserves the right to order any or all existing deficiency corrections from an outside source.

If the Contractor is unable to complete pricing IDL items on time, an extension should be requested from the COR. Such extension will not be unreasonably withheld if the Contractor is diligently attempting to obtain price verification from appropriate sources.

C.4.2.3. Correction of Existing Deficiencies

Regardless of the IDL, the Contractor shall be responsible for making adjustments or corrections that fall within the scope of routine (preventive) maintenance required by this contract at no further cost to GSA. This includes but is not limited to making adjustments to Controls, adjusting the BAS software³, applying lubricants, cleaning fan housings, fans, coils, dampers, AHU sections, equipment rooms and replacing Consumable components. The CO or COR will review the report and shall determine if any existing deficiencies noted in the report are within the scope of routine (preventive) maintenance, and shall notify the Contractor of this determination. Such items will be deleted from the deficiency list; the Contractor shall correct such items at no additional cost to GSA within 90 calendar days of completion of the Startup Phase of the Contract. The Contractor has the right to dispute any such determinations in accordance with the Disputes clause of this Contract. The COR may correct remaining items on the deficiency list by any of these methods:

1. order the work to be performed by the Contractor under the Additional Services provisions of the contract;
2. defer Repairs, if the deficiency is not critical;
3. have Repairs made by a third party.

C.4.2.4. Items not Identified on the Initial Deficiency List

Pre-existing conditions not identified on the IDL will be considered the Contractor's responsibility under the Minor Repairs or Reimbursable Repairs provisions herein, as applicable.

³ e.g., correcting setpoints, reloading programs, and restoring equipment being operated manually to automatic operation; this does not include changing established sequences of operation or programming sequences.

C.4.3. Use of CMMS

The designated CMMS shall be used for administrative control of building Operations, Maintenance and Repair functions, to include equipment inventory, equipment history, maintenance and repair cost history, and Service Call and Repair tracking. The database itself will be maintained centrally by GSA; the Contractor is responsible for maintaining records within the CMMS pertaining to work within the scope of this contract.

All work performed under this contract must be recorded in the form of work orders, following GSA guidance. Time and costs must be recorded within all work orders. Work orders must be linked to equipment whenever appropriate (e.g., whenever the work is associated with a discrete item of equipment or system).

C.4.4. GEMnet Program

The GSA Energy and Maintenance Network (GEMnet) is a system established by the GSA Pacific Rim Region, composed of a software and hardware backbone system and organization elements (contract and government staffed), to carry out a number of support functions, including:

- 1) Consistent central management of energy, maintenance, operations, and repairs data;
- 2) Quality Assurance of Contractor performance, including but not limited to M&V of systems performance;
- 3) Assistance to building managers and OM&R contractors in operating facilities efficiently, including but not limited to the application of diagnostic algorithms to systems data and monitoring of BAS alarms and other data;
- 4) Assistance in upgrading facilities;
- 5) Assistance in utilities management;
- 6) Develop interfaces between the CMMS and data obtained from other systems, such as BAS and diagnostic software output.

The Contractor shall fully cooperate with GEMnet data management and communications efforts in support of each of these functions.

C.4.5. System Performance Standards

An HVAC Operations Manual has been developed that contains performance standards for certain building equipment and systems. This will be furnished on request. The Contractor shall maintain equipment systems so as to maintain these performance standards during the term of the contract, to include option periods. The Government may utilize Measurement and Verification procedures as quality assurance measures to assure that the Contractor is maintaining such performance standards. The CO or COR may permit an authorized deviation from the performance standards if there are circumstances which would reasonably excuse the Contractor. Failure to achieve the

performance standards may result in performance deductions under the Adjusting Payments clause.

The Government may modify the HVAC Operations Manual during the performance period of the Contract. The Contractor shall maintain equipment systems so as to maintain the modified performance standards at no additional cost so long as GSA reasonably demonstrates that the modified standards are obtainable with the building's systems at the time of modification.

If an HVAC Operations Manual is developed, GSA may modify such HVAC Operations Manual during the performance period of the Contract.

On-Site Staff

The Contractor shall keep at least one qualified technician on site during Normal Working Hours, with the exception of lunch and other brief breaks. The on-site technician, or the on-site supervisor when multiple technicians are present, shall maintain some form communication access (pager, cellular telephone, etc.) to allow contact by GSA at all times during the hours indicated above, and shall have reasonable English communication skills. The on-site technician(s) must have sufficient skills to perform immediate response to a variety of service calls involving multiple trades.

This requirement pertains only to maintaining a minimal presence for communications and emergency response, and does not imply that one technician is adequate staffing. Additional staffing levels must be set by the Contractor in accordance with the requirements of the facility and the Contract. The Government will not direct staffing levels beyond the one technician, but an observation of apparently insufficient staffing may lead to increased quality assurance scrutiny of the Contractor's operations.

C.4.6. Buildings Operations

C.4.6.1. General

The Contractor shall provide building Operations services of all systems covered by this contract, so as to maintain utilities services and environmental conditioning to tenants during Normal Working Hours, and at other times as described herein, so as to preserve the asset value of the facility and its systems, and so as to otherwise minimize operating costs to GSA without compromising these other objectives or other contract requirements.

Specific requirements identified herein are not a comprehensive list of tasks that may be necessary to meet the general requirement, and shall not be interpreted as exclusionary. Requirements below are not applicable if the pertinent equipment or systems is excluded from the scope of the contract.

C.4.6.2. Tenant Environment

ANSI/ASHRAE Standards 55 and 62 (with addenda) establish temperature, and ventilation standards; the COR may direct changes to these standards to ensure tenant comfort.

The COR shall indicate temperature settings for domestic hot water.

Lighting levels shall be adjusted under the guidance of the COR. Target lighting levels are established by the PBS P100; however, light quality, specific tenant requirements and other individual factors impact requirements.

The COR shall direct any special conditioning requirements (e.g., computer rooms).

Environmental standards must be maintained throughout Normal Working Hours; equipment startup must be early enough to fully attain environmental conditions at the beginning of Normal Working Hours.

If building design does not permit operation to current standards, the Contractor must maintain standards as close to the current standards as possible given the existing equipment of the building.

C.4.6.3. Posting Operating Instructions

Equipment operating instructions and tour inspection checklists will be posted in all mechanical rooms, as applicable to equipment in the given room. For major mechanical rooms this may consist of a binder maintained in a conspicuous and accessible location. The operating instructions must correspond with operating instructions and sequence of operations descriptions in the Building Operating Plan, and also must correlate with sequences of operations actually programmed in the BAS.

C.4.6.4. Tours

C.4.6.4.1. General

The Contractor shall Tour major building equipment at set frequencies. The Tour program shall be described in the Building Operating Plan. Log sheets associated with major operating equipment shall be completed at the time of Tours. Such log sheets, at the commencement of contract performance, shall be completed established with design condition numbers (usually in the first column), for reference against actual readings at the time Tours are performed. Paper log sheets need not be used for equipment monitored and data logged by the BAS, if such monitoring and data logging provides a sufficient database of operating data to allow for analysis of trends in equipment performance and troubleshooting.

Tours will also be entered in the CMMS as work orders. The respective work order shall be completed immediately on completion of the Tour. All findings noted during the Tour shall be entered as remarks on the work order. All deficiencies noted shall be immediately entered as follow-on work orders of appropriate types.

C.4.6.5. Operating Logs and Tour Check Sheets

Operating logs shall be maintained for major equipment⁴ at the site of the equipment. Information recorded on the logs shall be adequate to track the operating hours and performance history of the equipment. Tour check sheets should be stationed at major points for building Tours (for example, air handler rooms). These must be checked when Tours are performed. Log forms, Tour check sheets and Operator Assignment sheets shall be incorporated into the Building Operating Plan.

There must either be separate tour check sheets for each frequency of inspection, or (preferably) different checklist columns on a standard tour check sheet for each frequency.

Automation of operating logs through use of BAS datalogging capabilities is encouraged; this eliminates the need for manual operating logs if the datalogs are used to generate reports showing the history and trends in equipment performance.

The system of operating logs and tour documentation shall be described in the Building Operating Plan.

C.4.6.5.1. Tour Frequencies

Minimum requirements where no BAS monitoring is available:

1. DAILY: Major HVAC equipment (when in operation) including boilers, chillers, cooling towers, pneumatic control air compressors, and air handler rooms. Fire alarm system control panels. Switchgear/primary Electrical equipment rooms.
2. WEEKLY: Distributed HVAC equipment (package units, external condensers, etc.). Pumps, motors, sewage ejectors.
3. TWICE-MONTHLY: Battery systems (UPS, generators, etc.).
4. MONTHLY: Transformers, secondary Electrical rooms.

If BAS monitoring and data logging is sufficient to monitor equipment status and performance, such monitoring and data logging may act as a partial substitute for physical tours. However, technicians shall always visit central plant areas daily, other major mechanical rooms (e.g., with large or multiple AHUs) daily, cooling towers daily, and other mechanical areas at least once per week regardless of remote monitoring ability.

⁴ as a minimum: boilers, chillers, emergency generators, air handler rooms.

C.4.6.5.2 Leak Testing

Leak testing for refrigerants and natural gas shall be performed in conjunction with tours not less frequently than weekly unless sensors and alarm systems are installed and are performing this function. Installed leakage alarm systems shall be tested not less than monthly using appropriate test media to test the functionality of the sensor as well as the functionality of the alarm system. This testing shall be incorporated into the preventive maintenance program.

C.4.6.6. Energy and Utilities Management

C.4.6.6.1. Weekend/Holiday Overtime Utilities

The Contractor may be required to provide HVAC service outside of Normal Working Hours. The Contractor shall provide this service at no additional cost to GSA unless GSA requires that a technician be present. If GSA does not require such presence, the Contractor is nonetheless responsible for providing the service, and for immediate on-site response, at no additional cost to GSA, in the event that an equipment failure occurs.

If GSA requires that a technician be present to provide overtime utilities service, the Contractor shall be reimbursed for the time required at the appropriate overtime rate in the Price Schedule.

C.4.6.6.2. Energy Conservation

The Contractor shall operate equipment and systems as efficiently as possible without compromising service to the tenants, to include making changes in operating sequences or Controls programming which would improve efficiency when such potential improvements are identified by either the Contractor or GSA. Failure to operate equipment prudently (e.g., unnecessarily setting demand peaks; operating equipment when not needed) may result in performance deductions under the Adjusting Payments clause.

C.4.6.6.3. Demand Response Programs

The Government may participate in any of the available demand response programs or critical peak pricing tariffs administered by utilities, State agencies or third-party administrators. If GSA participates in such a program and advises the Contractor of the requirements of such program, the Contractor shall cooperate fully in the implementation of the program.

The Contractor shall develop a curtailment program in consultation with GSA and subject to GSA approval. The Contractor shall implement all GSA-approved curtailment measures (which might typically include turning off unnecessary lighting, shutting down designated elevators, implementing temperature setback programs, etc.) immediately on notification of a curtailment. Failure to diligently manage systems in accordance with such programs may result in performance deductions under the Adjusting Payments clause for excess costs or loss of revenue to GSA.

**C.4.6.7. Safety and Environmental Management -
Special Requirements**

**C.4.6.7.1. Refrigerant Control and
Certification**

The Contractor shall control refrigerants and maintain records in accordance with EPA and air quality management district standards.

Refrigerant control logs (form furnished by GSA) shall be updated monthly, and a copy sent to the COR not later than the first working day of the next month. The Contractor shall also maintain a set of logs on site, and make this set of logs available to Government inspection.

Contractor employees who come into contact with refrigerants in the course of their duties shall be certified to handle such refrigerants. The Contractor shall submit a copy of such certification to the COR prior to any employee anticipated to handle refrigerants begins duties that might involve handling refrigerants.

In the event of fines or penalties levied by the EPA or an Air Quality Management District (AQMD), the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

C.4.6.7.2. Refrigerant Monitor Testing

Chiller room refrigerant monitors and any associated purge ventilation system shall be tested not less frequently than annually.

C.4.6.7.3. AQMD Operating Permits

The Contractor shall be familiar with the requirements of the local AQMD, and shall be responsible for obtaining operating permits for boilers, generators and other emissions producing equipment regulated by the district. In the event of fines or penalties levied by an AQMD, the Contractor may be charged the cost as a performance deduction under the Adjusting Payments clause.

The Building Operating Plan must describe the specific local AQMD rules that apply to equipment in the building, and summarize the requirements that must be met. It must state which equipment requires permits or notifications.

C.4.6.7.4. Underground Storage Tanks

Maintenance guides for underground storage tanks shall be supplemented so as to meet any EPA, state or local requirements for monitoring and maintenance. The Contractor shall meet all requirements, to include costs for certification, to have a designated underground storage tank operator (DUSTO), pursuant to Section 2715(a)-(f) of Title 23 of the California Code of Regulation (CCR).

Accordingly, the Contractor shall:

- Become International Code Council (ICC) certified. Appropriate renewal will be done once initial certification is completed. The contractor shall notify the COR in writing who the DUSTO is. Please reference www.swrcb.ca.gov/ust/, www.iccsafe.org, and www.iccsafe.org/certification/bulletin.html for information on becoming certified.
- Conduct and record monthly visual inspections of the Underground Storage tank (UST) facility in accordance with the above CCR, and document those inspections.
- Provide basic on-the-job training for facility employees every twelve months.
- Comply with any and all other provisions of the above referenced California Code of Regulations.

C 4.6.7.5. Boiler and Pressure Vessel Operation and Inspection Standards

Boiler operation and inspections shall be in accordance with:

- (1) 1998 ASME Boiler and Pressure Vessel Code
- (2) National Board Inspection Code
- (3) Environmental Protection Agency and local air quality management district requirements

Boiler inspections shall include internal and external (operating) inspections and tests described in Chapter 2 "Inspection of Boiler and Pressure Vessels" of NBIC. The Contractor shall require the inspector to complete GSA Form 349 (Inspection Report of Boiler) for each boiler inspected. The Contractor shall have unfired pressure vessels with design operating pressure in excess of 60 p.s.i. and having a capacity in excess of 15 gallons inspected annually. The Contractor shall complete GSA Form 350, (Inspection Report of Unfired Pressure Vessels) for each unfired pressure vessel inspected. A GSA Form 1034 (Certificate of Inspection) shall be completed and posted on or near the equipment. Inspections shall be made by inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors, and must be employed by an independent firm specializing in boiler and unfired pressure vessel inspections.

C 4.6.7.6. Fire Alarm Central Station Monitoring

The Contractor shall maintain lines, transmitters and related equipment and materials, to connect to a UL-approved Central Station for fire alarm monitoring, and shall procure such monitoring service. All Fire Protection systems and equipment shall be kept fully functional at all times, except for limited periods for maintenance with the COR's approval.

C.4.6.7.7. Confined Spaces

The Contractor shall identify permit required confined spaces, and procedures for entry into such confined spaces, in the Building Operating Plan.

The Contractor shall at all times comply with 29 CFR 1910.146 (C) (8).

Within 60 calendar days of beginning contract performance, the Contractor shall post all confined spaces with signage stating: "DANGER - PERMIT-REQUIRED CONFINED SPACE DO NOT ENTER"

C.4.6.7.8. Asbestos Management

Systematic removal of asbestos is not required by this contract. The Contractor must be prepared to deal with asbestos on a small scale, short duration basis. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor shall comply with applicable NIBBS and OSHA standards. The Contractor shall immediately become familiar with, comply with, and recommend changes to as appropriate, the GSA asbestos management plan for the building.

C.4.6.7.9. Hazardous Materials

The Contractor shall post material safety data sheets (MSDS) for materials provided with MSDS so as to be available to employees in accordance with OSHA standards.

The Contractor shall be cognizant of all State and local regulations related to the disposal (landfill, sewer discharge, etc.) of materials used in the operation, and shall comply with all such requirements.

The Contractor shall prepare and submit a hazardous materials inventory as an appendix to the Building Operating Plan. This shall itemize all materials of a type as to be sold with a MSDS, and approximate quantities stored or to be stored. This shall be updated and resubmitted annually by September 30 of each year.

C.4.6.7.10. Fire Protection

Fire warning and protection systems, and all other applicable equipment, shall be inspected, maintained and tested in accordance with the National Fire Protection Association (NFPA) codes and standards. Operating supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in accordance with NFPA fire and safety requirements. All of the Contractor's employees shall be familiar with the building fire alarm system. All employees shall be trained on the procedures to follow in the event of fire or other emergency, or a false alarm, including the operation of fire alarm equipment, arming/disarming fire panels, isolating system components, and operation of fireman's panels. The Contractor shall test fire alarm systems outside Normal Working Hours, and otherwise minimize disruption to tenants. The contractor shall sign each Inspection, Maintenance, and Testing (ITM) Report certifying that the

report is accurate. A copy of all reports shall be kept in the contractor's local office in the building.

All fire alarm system alarms shall be treated responded to on an emergency basis. Alarms shall be cleared on panels as quickly as feasible.

C.4.6.8. Control Systems

Control systems shall be maintained as designed. The Contractor is responsible for all system hardware, including but not limited to networks, computers, peripheral devices, controllers, sensors, alarms, actuators, transformers, transducers and all other system components. The Contractor is responsible for keeping software functioning, and for reloading software in computers or controllers as necessary. The Contractor is responsible for making set point adjustments as necessary and appropriate. The Contractor is not responsible for writing or modifying control programs, other than reloading programs and making operator-level changes such as set point adjustments. The Contractor is not responsible for upgrading software.

The Government may upgrade or change Control System software or reprogram Control Systems during the performance period of the contract. If GSA provides operator level training and operator level documentation for the Contractor's use, the Contractor shall not claim additional payment for changing to the new or upgraded software or control programs.

The Contractor shall not modify sequences of operation or control programs without prior approval of GSA.

If control points (with the exception of space temperature settings) or sequences of operation, as implemented by control programs, must be overridden for operational reasons, or equipment put under manual control, the program shall be restored to operation within 5 working days unless GSA gives written permission to keep the sequence overridden for a longer period of time. A work order shall be immediately created for any such circumstance, remarks shall be entered in the work order as to the reasons and resolution of the problem, and shall record any point values changed (before and after values).

The Contractor is responsible for understanding and diagnosing the performance of systems, and therefore is responsible for notifying GSA if a sequence of operations or its implementation as a control program is not producing the desired results or is resulting in unnecessary energy use. The Contractor is responsible for retaining an adequate level of expertise to manage the Control Systems. If the Contractor does not have an manufacturer-trained BAS operator on site, the Contractor must enter into a subcontract, including regular scheduled support (not merely support on a contingency basis), with a firm having these skills. A copy of this contract must be provided to GSA.

Control System computers, routers, hubs, switches and controllers that are located in electrical closets, telephone closets, maintenance offices or in accessible locations of

mechanical rooms shall be put on small uninterruptible power supplies (UPS). These can be small units intended for personal computers; capacity must be sufficient to maintain power for 15 minutes in the event of an outage. If such UPS are not in place at the start of performance, the Contractor shall install them at no additional cost to GSA within 30 calendar days of the start of performance.

All computers networked with Control Systems shall be maintained to the following minimum standard:

- (1) an approved anti-virus software subscription shall be kept in effect and the software used at all times;
- (2) if the network can connect to the outside through a broadband connection, an approved firewall shall be used at all times;
- (3) an approved spyware protection program shall be obtained and used;
- (4) Contractor personnel shall be prevented from using the system to connect to web sites not reasonably related to building operations;
- (5) Monthly anti-virus and spyware scans shall be conducted;
- (6) Monthly Windows (or other operating system) critical updates shall be downloaded and installed;
- (7) Complete data backup to a CD, DVD or flash drive, to include trend logs and Control software, shall be conducted monthly;
- (8) Disk drive maintenance to include defragmentation shall be performed quarterly.

C.4.6.9. BAS Alarm Response

BAS alarms shall be treated as Service Calls, and responded to accordingly. Repetitive or associated alarms may be treated in the aggregate. Nuisance alarms (alarms of little or no significance) may be ignored, but only after the type of alarms to be regarded as nuisance alarms is approved by GSA.

C.4.6.10. Water Treatment

C.4.6.10.1. General

The Contractor shall provide equipment, chemicals, and services (including application) required to control corrosion, scale, algae, and bacterial growth in all HVAC equipment and systems throughout the building. The Contractor shall be responsible for conformity with all pertinent local sanitation district regulations, air quality district regulations, and other environmental regulations. Water treatment shall be performed and safety equipment (e.g., emergency eyewash stations) maintained in accordance with OSHA standards.

Alternative, non-chemical, approaches to water treatment may be employed, but must be proposed to GSA for advance approval, with a thorough technical description of the products and methods to be employed.

C.4.6.10.2.Tolerances

The following tolerances, while not a comprehensive itemization of performance standards, must be maintained as a minimum:

1. Nitrite must be between 300 to 600 ppm in chilled water systems, and 600 – 900 ppm in heating hot water systems.
2. pH must be between 8.0 and 9.5 (10.5 for closed loop systems).

Additional tolerances must be specified in the water treatment plan appropriate to the nature of the treatment regime implemented.

C.4.6.10.3.Initial Report and Development of Program

The Contractor shall perform a comprehensive initial water treatment analysis (laboratory analysis) to assist in developing the water treatment plan.

Raw (makeup) water shall be tested for pH, color, turbidity, P alkalinity, MO alkalinity, total hardness, non-carbonate hardness, carbonate hardness, total dissolved solids (TDS), specific conductance, calcium, magnesium, sodium, potassium, hydroxide, bicarbonate, carbonate, sulfate, chloride, nitrate, iron, manganese, silica, fluoride and chlorine residual.

Each HVAC water loop shall be analyzed for, as a minimum, pH, TDS, iron, conductivity, bacteria, level of biocides, level of scale and corrosion inhibitors, nitrite, sulfite (steam systems), silica. Cycles of concentration shall be calculated.

A water treatment conditions report ("initial report") shall be generated based on this analysis. The Contractor shall use the report to develop a water treatment plan, which shall include field testing and monitoring (instrumented, or manual tests), monthly laboratory analysis (water samples and coupons) and weekly biocide rotation. The initial report and the water treatment plan shall be incorporated into the Building Operating Plan.

C.4.6.10.4. Corrosion Monitoring

The Contractor shall install a coupon rack, or equivalent electronic monitoring system for corrosion, in each condenser water loop, heating hot water loop, and the building main chilled water loop, if not already present, not later than 30 calendar days of submission of the water treatment plan. If coupon rack(s) are present the contractor may use such existing equipment, but is responsible for bringing it into conformity with all requirements herein. The minimum quantity of coupons and frequency of inspections shall be described in the water treatment plan. Laboratory analysis of coupons shall be no less frequent than quarterly for major systems (e.g., primary building condenser and chilled water loops, as opposed to specialized systems serving limited areas), and annual for other systems. As a minimum, two coupon racks shall be installed for each loop, and used to monitor mild steel and copper.

Coupon racks will be the property of GSA upon installation; the Contractor shall have responsibility for maintaining (and if necessary replacing) the coupon racks for the

duration of the contract. The liability threshold for Repairs does not apply to this equipment; the Contractor has full responsibility.

The water systems shall be maintained so that mild steel corrosion does not exceed 2.0 mpy, and copper corrosion does not exceed 0.3 mpy.

C.4.6.10.5. Water Treatment Monitoring

Within 30 calendar days of commencement of the contract, the Contractor shall install a water treatment controller and monitoring equipment with industry standard analog outputs to allow monitoring of pH, cycles of concentration (TDS or conductivity), oxidation reduction potential (ORP), scaling potential, bacterial levels, and corrosion rates for the building condenser water system. These outputs may be either 4-20 milliamps or 0-10 volts DC to allow the building automation system to monitor and trend the effectiveness of the water treatment program. The controller(s) shall also have a set of dry contacts to annunciate a summary alarm condition for the water treatment system. Contractor is responsible for the installation of wiring necessary to monitor these points to the BAS monitoring panel.

Within 30 calendar days of the commencement of the contract, the Contractor shall a water treatment controller and monitoring equipment for the main heating hot water loop, and the main chilled water loop, to the same specification as for the condenser water loop, but monitoring ability may be limited to corrosion rates, scaling potential, bacterial levels (not necessary for heating hot water loops maintained at 140 deg. F or higher temperatures during use), and concentrations of treatment chemicals used.

The Contractor shall install water meters to measure make-up water and blow down quantities for the condenser water system(s). The meters shall have pulse type dry contacts to allow for measuring consumption and flow rate. The Contractor is responsible for the installation of wiring between the meters and the BAS monitoring panel.

Pre-existing equipment may be used if it meets all requirements identified herein; the Contractor is responsible for repairing or modifying such pre-existing equipment to meet these requirements.

All control and monitoring equipment will be the property of GSA upon installation; the Contractor shall have responsibility for maintaining (and if necessary replacing) this equipment for the duration of the contract. The liability threshold for Repairs does not apply to this equipment; the Contractor has full responsibility.

C.4.6.10.5.1. Monthly Testing (Lab Analysis)

The Contractor shall also draw a set of water samples monthly, for all HVAC water loops which are in active use during that season, for lab analysis. Tests shall be performed as described in the water treatment plan (which should be incorporated into the Building Operating Plan). The monthly samples shall be analyzed by a qualified

laboratory, and a monthly report containing all pertinent information, relative to the conditions found, shall be submitted to the COR by the 10th calendar day of each month (to report results from the previous month). Tests to be performed as part of the monthly analysis shall be determined in the water treatment plan, but as a minimum should include pH, hardness, silica (open loops), conductivity, iron (closed loops), inhibitor levels, biocide levels, inhibitor levels. Raw (makeup) water shall be tested for hardness, conductivity and silica. Makeup water quantities used shall be tracked and reported. Types and quantities of chemicals used shall be tracked and reported.

Not later than the 15th calendar day of each month the results from the previous month shall be entered into the on-line system provided by GSA. All laboratory recommendations shall be recorded as corrective maintenance work orders in the CMMS, and appropriate action taken.

If the lab results demonstrate a discrepancy against results from the automated monitoring equipment, the Contractor shall investigate the discrepancy and repair equipment as necessary. Such discrepancies and investigative action taken shall be reported in the monthly report.

C.4.6.11. Oil Analysis and Oil Changes

C.4.6.11.1. Initial Oil Analysis

Initial oil analysis for purposes of developing the oil analysis program shall be performed in time to incorporate the program into the Building Operating Plan. This initial analysis shall consist of analysis of oil in all engines (e.g. generators, engine-driven fire pumps), air compressors, and chillers of 50 tons or greater cooling capacity. Oil shall be analyzed in accordance with manufacturer's (or manufacturer's local representative's) recommendations. Refrigerant for all chillers of 50 tons or greater cooling capacity shall also be analyzed for oil entrainment and for moisture.

On the basis of results from the initial oil analysis, and manufacturer's recommendations, the Contractor shall develop, incorporate in the Building Operating Plan, and execute an oil analysis program. This program must describe periodic oil analysis, tests to be performed, diagnostic standards, and thresholds for oil changes.

The initial oil analysis reports shall be submitted with the Building Operating Plan.

C.4.6.11.2. Periodic Oil Analysis

Periodic oil analysis must include all engines (e.g., generators, engine-driven fire pumps), air compressors, and chillers of 50 tons or greater cooling capacity. Periodic oil analysis shall be performed no less frequently than annually, and shall be performed in conjunction with annual maintenance requirements.

When testing is performed, submit a written report within 10 working days, and enter all test results in the on-line system provided by GSA.

Where oil analysis indicates a need for corrective action, an appropriate work order shall be created in the CMMS and the appropriate corrective action taken.

C.4.6.11.3. Oil Changes

The oil in air compressors and engines that are in routine use shall be changed annually.

The oil in chillers shall be changed:

- (1) when oil analysis indicates a change is necessary; and,
- (2) not less frequently than 5 years if polyester oils are used; or,
- (3) not less frequently than 2 years if other than polyester oils are used.

Oil in engines that are not used regularly (e.g., emergency generators) shall be changed when test results indicate that a change is necessary.

C.4.7. Maintenance

C.4.7.1. General

The Contractor is responsible for performing Maintenance on all building equipment and systems. The Contractor may follow a Preventive Maintenance program, as described herein, or may propose to develop a Predictive Maintenance program for some or all equipment systems. Development of a Predictive Maintenance program for at least the major equipment is preferred, but is subject to Approval by the COR on the basis of sufficiency of supporting Controls, data logging capability, and proposed methodology. Where such capabilities are present, a Predictive Maintenance program shall be used. Preventive Maintenance must be employed for all equipment requiring maintenance not included in an approved Predictive Maintenance program.

Specific requirements identified herein are not a comprehensive list of tasks that may be necessary to meet the general requirement, and shall not be interpreted as exclusionary. Requirements below are not applicable if the pertinent equipment or systems is excluded from the scope of the contract.

C.4.7.2. Application of Diagnostic Software

The Government is fielding diagnostic and optimization software to detect problems and inefficiencies in equipment operation. The Contractor shall act on the results of such diagnostic and optimization software reporting, to include using results to generate Service Calls. The Government program does not relieve the Contractor of responsibility for detecting, diagnosing and correcting deficiencies and inefficiencies.

The Government may generate work orders automatically using diagnostic software. In this event a substantial number of work orders may be generated at one time. Where such work orders indicate a significant functional problem that might impact environmental conditions for tenants, the work order shall be acted on in accordance with the time requirements herein for Repairs. Where the impact is reasonably

determined to be less significant such work orders must be acted on within 15 calendar days.

C.4.7.3..Preventive Maintenance (PM) Standards

The Contractor shall propose preventive or predictive maintenance standards for all equipment when any of the following factors apply:

- (1) the equipment normally requires periodic replacement of Consumable components;
- (2) normally requires periodic or occasional cleaning;
- (3) has moving parts;
- (4) is prone to failure before overall obsolescence of the system which it serves;
- (5) is of a type itemized in the Public Buildings Maintenance Guides and Time Standards ("PBS standards") or NETA Maintenance Testing Specifications;
- (6) requires preventive or predictive maintenance in accordance with any other provision of this Contract.

Except where other standards are identified herein, the Contractor shall perform scheduled Preventive Maintenance using as a minimum the standards and frequencies of the Public Buildings Maintenance Guides and Time Standards (January 1995). The Contractor shall identify equipment that does not accurately correlate with a guide in this manual, and shall identify alternative guides or maintenance frequencies that are more appropriate or effective. In such cases, it is the Contractor's responsibility to propose the alternative frequencies or guides, although Acceptance of such alternative maintenance guides and schedules is at the discretion of the COR.

Scheduled preventive maintenance for specific equipment may be replaced in whole or in part by predictive maintenance, with the approval of the COR, when sufficient condition monitoring capability is in place.

Electrical maintenance shall conform to the frequencies and tasks described in the InterNational Electrical Testing Association (NETA) Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems ("NETA Maintenance Testing Specifications"); (version in effect at time of issue of solicitation). The PBS standards shall not be used for electrical testing and maintenance.

Note: the PBS standards are recognized to be outdated or incomplete in some respects. The Contractor is expected to thoroughly review the equipment inventory and propose more appropriate standards where applicable.

C.4.7.4.Submittal of Proposed Maintenance Program

The Contractor shall submit PM guides, frequencies and schedule, and any Predictive Maintenance methodologies, as part of the Building Operating Plan. In cases where the Contractor proposes to follow the Public Buildings Maintenance Guides and Time Standards, rather than proposing an alternative frequency or guide, this shall be indicated explicitly. In cases where the Contractor proposes an alternative frequency or guide, this alternative shall be clearly identified and explained. The maintenance schedule must continue from the existing maintenance schedule so as not to create

gaps in performance of maintenance. Predictive Maintenance descriptions must describe method of base-lining equipment performance, data to be measured, frequency and methods of measurement, and methods of determining when maintenance or Repair is necessary.

The NETA Maintenance Testing Specifications are a mandatory standard; any deviations must be explained.

C.4.7.5. Special Maintenance Requirements

These special maintenance requirements supplement, but do not replace, other requirements identified herein.

C.4.7.5.1 Backflow Prevention Devices

The Contractor shall be responsible for maintenance of all existing backflow prevention devices, as well as obtaining applicable testing certifications of backflow prevention devices as prescribed by state and local laws, ordinances, and regulations. While GSA will generally pass on to the Contractor backflow testing notices received from local water districts or other local authorities, the Contractor is responsible for timely completion and submission of such test results regardless of receipt of such notices.

C.4.7.5.2 Drain Traps

The Contractor shall assure that water is maintained in all indoors drain traps (e.g., that they do not dry out), to prevent odors and gases from the drain system entering the building. In areas where there is not regular spillage through drains, a small amount of mineral oil must be added to the water to prevent drying.

C.4.7.5.3. Landscape Irrigation Systems

The Contractor shall maintain landscape irrigation systems, except for sprinkler heads. The Contractor is not responsible for the operation of landscape irrigation systems. The contractor is not responsible for any damages or breakages to the irrigation system caused by, lawnmowers, digging, planting, neglect or any other activities caused by the landscape company or subcontractors.

C.4.7.5.4. Electrical Inspection, Testing and Maintenance

Electrical inspection, testing and maintenance shall be performed in accordance with the NETA Maintenance Testing Specifications (version in effect at date of issue of solicitation). All equipment of the types indicated in the NETA Maintenance Testing Specifications shall be tested and maintained in accordance with the NETA standards. The frequencies of inspection, testing and maintenance shall be not less than the frequencies indicated in Appendix B "Inspections and Tests" using multiplier 1.5.

A NETA member firm shall be hired to perform service when service is required under "Visual & Mechanical & Electrical" column in Appendix B; such testing will be performed by NETA Certified Technicians. When work is scheduled under the "Visual" or the

"Visual & Mechanical" columns of Appendix B, it is not necessary to hire a NETA member firm or use NETA Certified Technicians. However, an electrician with appropriate skills and experience for the tasks must be used.

A comprehensive report of inspection and testing findings conforming to the NETA standard for the "Test Report" shall be submitted within 10 working days of completion of inspection and testing.

Recommendations to replace or upgrade electrical equipment in the report shall not generate liability for Repairs to the Contractor, unless deterioration of equipment is caused by maintenance or operational errors or omissions by the Contractor.

When "Visual & Mechanical & Electrical" testing is complete, a durable label shall be applied to each piece of electrical equipment tested, indicating the test date, name of firm, and contact information.

NEPA 70B shall be used as a supplemental standard, where supplemental guidance is necessary or for equipment or conditions not adequately described in the NETA Maintenance Testing Specifications.

C.4.7.5.5. Thermo graphic Scanning of Electrical Equipment

Perform thermo graphic scan of all electrical breakers (including distribution panels), switchgear, and motor control centers and other applicable electrical equipment not less frequently than every three years. If thermo graphic scan has not been performed within the past three years, this must be performed within the first year of performance under this Contract. Thermo graphic scan must be performed while equipment is loaded, and appropriate safety precautions must be taken.

A letter report with infrared photographs of equipment scanned must be submitted within 10 working days of completion of the scan. Actions must be taken or recommended following the procedure indicated in Table 10.18 of the NETA Maintenance Testing Specifications.

C.4.7.5.6. Emergency Generator Maintenance

Electrical equipment associated with emergency generators shall be tested and maintained in accordance with the NETA Maintenance Testing Specifications. Prime mover equipment shall be tested and maintained in accordance with the PBS standards or an approved alternative.

C.4.7.5.7. Labeling of Electrical Circuits

The Contractor shall re-label or add labels to electrical circuits (distribution panels) as circuits are added or modified, regardless of whether the Contractor or some other party makes the changes. If changes are made to circuits without the Contractor's knowledge, or the Contractor is not able to obtain reliable information from the source

of changes, the Contractor shall immediately notify the COR. All labeling changes must be recorded in the CMMS as work orders.

C.4.7.5.8. Lubricants, Preservatives, and Cleaning Materials

All lubricants, oils, greases, preservatives, and cleaning materials must be of the type and grade as recommended by the respective equipment manufacturer.

C.4.7.5.9. Pump Alignment

Within the first year of performance under this Contract, and at least every 2 years thereafter, the Contractor shall measure pump alignment using proper instrumentation, and shall correct misalignments. The Contractor shall submit a letter report within 5 working days of completion of work.

C.4.7.5.10. Recalibration of Gauges, Pneumatic Systems and Electronic Sensors

No less frequently than annually, the Contractor shall recalibrate all analog gauges in HVAC systems.

Pneumatic Control Systems and subsystems shall be recalibrated not less frequently than semiannually.

Electronic sensors associated with air handler (AHU) systems shall be recalibrated annually.

All electronic sensors shall be replaced or recalibrated in accordance with the Repairs provisions herein as out-of-tolerance data is noted.

C.4.7.5.11. Under floor Air Distribution Systems

If the building has areas served by under floor air distribution systems, the Contractor shall open and clean such areas every three years. During cleaning, the Contractor shall check for unsealed penetrations (e.g., around penetrations for conduit, pipes, etc.) and shall seal such penetrations in a manner agreed to by the COR. Maintenance of terminal boxes and other mechanical equipment found within the under floor plenums shall be conducted at this time.

This cleaning and checking of under floor plenums shall be done in a manner that minimizes disruption to tenants. Work shall be performed outside Normal Working Hours, and tenant spaces left clean and as found when work began.

C.4.7.5.12. Terminal Boxes

Air distribution terminal boxes (e.g. VAV boxes, mixing boxes, etc.), unless fan-powered, should not be maintained on a fixed preventive maintenance where the BAS is adequate to monitor and trend box performance. If there is such a BAS, terminal box maintenance shall be based on developing an acceptable protocol for monitoring box performance, and performing Repairs when needed. If the NIST VPACC VAV box application has been set up at the building, this will be used as the basis for VAV box maintenance. If this application has not been set up, GSA may set it up at any time during the course of the contract.

Maintenance shall be required, however, in addition to any Repairs driven by monitoring, for terminal boxes found in under floor air plenums when such spaces are opened for cleaning as required elsewhere herein.

Fan-powered terminal boxes must be accessed and maintained, to include changing any filters, no less frequently than annually.

C.4.7.5.13. Lamps and Ballasts

The Contractor shall replace failed fluorescent lamps with new lamps of the same temperature color, and a CRI of at least 85.

The Contractor shall replace failed ballasts with new ballasts with a ballast factor of 0.77 or less.

Replacement lamps shall match the color temperature of the existing lamps in the room or area.

C.4.7.5.14. Window-Washing Equipment

Window-washing equipment that is installed as permanent fixtures (wall gliders, rails, associated electrical equipment, etc.) shall be maintained in accordance with manufacturer's recommendations. Rails shall be inspected for corrosion or damage monthly. Inspections of equipment shall be performed annually and prior to each use of the equipment (if more than three in an annual period, the Contractor will be paid for additional inspections under the Additional Services provisions herein). Maintenance and inspections shall conform to any State or local regulations.

C.4.8. Architectural and Structural Maintenance and Repairs

C.4.8.1. General

The Contractor shall perform maintenance and Repair of the Architectural and Structural systems under the same terms as other maintenance and Repairs requirements.

Additional services shall be ordered for Architectural and Structural maintenance and Repair work in accordance with the additional service provisions established elsewhere in this contract.

C.4.8.2. Locksmith Services

The Contractor may be required to furnish locksmith services on a reimbursable basis, under the Additional Services provisions of this contract. If the Contractor loses any keys, the Contractor is responsible for changing out or retumbling all affected locks and must provide the appropriate keys at the Contractor's own expense. Contractor will provide unlimited blank keys, duplicate keys and pinning of cores as requested by the Property Management Office. Maintenance Painting

The Contractor shall perform touch-up painting⁵ to the interior and exterior of the facility as required in the accomplishment of maintenance and Repair work. The Contractor is not required to perform regularly scheduled painting, or paint large areas systematically, unless reimbursed under the Additional Services provisions herein. When painting, holes, gouges and other minor wall damage shall be repaired as part of the painting work.

C.4.8.3. Doors and Ramps

The Contractor shall maintain in a safe and usable condition doors such as garage and loading ramp doors, revolving doors, sliding or swinging doors, and adjustable loading ramps (power or manually operated).

C.4.8.4. Interior Signage and Directories

The Contractor shall maintain and update building directories. The Contractor shall Repair damaged interior or exterior signage in accordance with the Repairs provisions herein. Other changes to interior or exterior signage may be ordered from the Contractor as reimbursable items under the Additional Services provisions herein.

C.4.8.5. Roof Inspections

The Contractor shall perform semiannual roof inspections in accordance with Public Buildings Maintenance Guides and Time Standards (January 1995), and the manufacturer's and/or installers instructions. The Contractor shall provide to the COR a written report, using a checklist provided by the COR, no later than 10 working days after the roof inspection.

The Contractor is responsible for minor patches or flashing repairs following the Repairs provisions herein, so long as these are limited in scope. A generally deteriorated roof condition is not the responsibility of the Contractor, unless the Contractor damages the roof.

⁵ Areas of less than 100 square feet shall generally be considered "touch-up painting" for purposes of this contract; painting of larger areas shall generally be considered reimbursable as Additional Services.

C.4.8.6. Equipment Associated with Elevator Systems

If Elevator maintenance is not included in this contract, the Contractor shall nevertheless be responsible for the maintenance and repair of the following equipment associated with Elevator systems:

1. All Mechanical, Electrical and Architectural and Structural equipment and systems located in Elevator machine rooms, pits and hoist ways that is not Division 14 equipment;
2. Cab lamps (but not indicator lights);
3. Architectural and Structural finishes in cabs, not associated with elevator controls;
4. Cab telephones (but not maintenance of the service to the cab telephones);
5. Repair of elevator interiors.

C.4.9 Service Calls and Repairs

C.4.9.1. General

The Contractor shall respond to Service Call requests and for corresponding Repairs, and shall otherwise perform Repairs as deficiencies are noted or reported to the Contractor.

C.4.9.2. Service Call and Repair Records

The Contractor shall maintain records of Service Calls and Repairs performed. Service Call and Repair records must be maintained using the CMMS. Service call records shall include the following minimum requirements:

1. Complaint, date, time, location and complainant;
2. Verification of the complaint (such as actual temperature, was airflow more or less than design);
3. What corrections, if any, were performed to correct the complaint. The date, and actual time to complete the service call along with materials used;
4. Direct cost of materials and hours of time (identifying personnel and appropriate rates) utilized to complete the Service Call.

The work order for each Service Call or Repair shall be put into a "complete" status on the CMMS within one working day of completion of work. Time and materials shall be recorded on each work order before the work order is put into a "closed" status. Responsibility for putting work orders into "closed" status (e.g., whether performed by the Contractor or GSA) is subject to local building procedures; the COR will direct the procedure to be followed.

C.4.9.3. Emergency Callback

The Contractor will be reimbursed for Service Calls and/or Repairs that require the return of a technician after Normal Working Hours, as Emergency Callbacks. Repairs performed as Emergency Callbacks shall be priced the same as other Repairs, except that:

- 1) All labor for Repairs performed as Emergency Callbacks shall be reimbursable;
- 2) There will be a minimum reimbursement of four labor hours for Emergency Callback services.

- 3) Labor shall be paid for at the appropriate Emergency Callback rate specified in the price schedule, for time actually spent in the building (from sign-in time to sign-out time; transportation time shall not be reimbursed).

The Contractor shall not be reimbursed for Emergency Callback services performed when such services are necessitated by equipment failures that result from negligence, failure to perform scheduled maintenance, or operating error on the part of the Contractor.

C.4.9.4. Service Calls

C.4.9.4.1. General

The Contractor is responsible for responding to and performing Service Calls, and initiating Minor Repairs or Reimbursable Repairs as determined necessary, following procedures described elsewhere herein. If Reimbursable Repairs, as defined elsewhere herein, are needed to correct the condition, the Contractor shall immediately notify the COR; if the COR directs that Contractor to proceed with the Reimbursable Repairs the Contractor shall do so without delay.

C.4.9.4.2. Contact and Response Time Requirements

The Government must be able to contact the on-site technician, or another representative of the Contractor, 24 hours per day, 7 days per week.

The Contractor shall respond to Service Calls during Normal Working Hours within two hours of receipt of the Service Call, and shall complete any necessary Minor Repairs within 24 hours.

The Contractor shall respond to Emergency Callbacks within two hours of receipt of a call.

The Contractor shall respond to Emergency Service Calls during Normal Working Hours within 10 minutes of notice. Emergency Service Calls (ESC) requires immediate attention by the contractor. ESC is such items as flooding, safety hazards, etc.

C.4.9.5. Repairs

C.4.9.5.1. General

The Contractor shall perform Minor and Reimbursable Repairs as described herein. Repairs are handled on a shared liability basis, with relatively small value repairs (Minor Repairs) the responsibility of the contractor in their entirety, and larger repairs funded by GSA above a Contractor deductible.

All repairs shall use supplies, materials and parts of the highest quality available appropriate for the repair of the given equipment or system. Any replacement part used during the course of this contract must be of comparable or higher quality. Energy consuming items must be the most efficient in their class. The contractor must stock commonly used items and have a network of suppliers that will deliver ordered items

without any delays. Any replacement motors must be of premium efficiency. Whenever motors are replaced, motor size must be recalculated and replacement motor selection must reflect the appropriate size.

C. 4.9.5.2 Minor Repairs

A Minor Repair⁶ is a repair requiring no more than **\$2500** in cost, including direct labor (valued at the labor rates set forth in the Price Schedule), subcontractor costs, and parts costs. The cost of Consumable parts and materials shall not be calculated as part of the Contractor's costs. The Contractor shall perform Minor Repairs as needed at no further cost to GSA.

Minor Repairs shall be completed within 24 hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the COR shall be notified of the delay and anticipated completion date. The work order should be put into a status to indicate the nature of the delay, with appropriate remarks.

The Contractor shall not use subcontractors to perform Minor Repairs unnecessarily, or with the intent of driving up the Repair cost so GSA must cover part of it. The Contractor should discuss implementation methods with the COR, and obtain agreement that the method (especially regarding the use of in-house versus subcontractor labor) is mutually understood to be reasonable.

C. 4.9.5.3 Reimbursable Repairs

If a Repair exceeds the Minor Repair cost threshold established above, it becomes a "Reimbursable Repair". Reimbursable Repairs are reimbursable to the Contractor for the portion of the cost exceeding **\$2500**. For this purpose, cost is calculated using the labor rates in the Price Schedule, and subcontract costs and parts costs shall be passed through directly without application of the Standard Coefficient or other markups by the Contractor. The Contractor shall furnish all Consumable parts and materials at no cost to GSA. The Standard Coefficient or other contractor markups shall not be applied to "Reimbursable Repairs" or to any equipment and/or machinery that is listed in the Equipment Inventory.

The required completion date for Reimbursable Repairs shall be set when the COR approves the work, as mutually agreed upon by the COR and the Contractor. The Contractor shall attempt to complete work as promptly as feasible.

Immediately upon identification of a Reimbursable Repair, the Contractor shall create a work order in the CMMS and defer it by putting it in a "waiting for funding" status.

⁶ For the purposes of this contract, a number of deficiencies or breakdowns resulting from a common cause will be considered single Repair requirement, and the Contractor's liability for costs shall be limited as described above. However, a series of similar events causing deficiencies or breakdowns occurring over a period of time, even if related in origin, will be considered as needing separate Repairs. Likewise, a number of deficiencies or breakdowns resulting from a general deterioration of the condition of a system will be considered as needing separate Repairs.

C.4.9.5.3.1. Approval of Work

When the Contractor determines that a Repair is needed which exceeds the Minor Repairs threshold, the Contractor shall immediately notify the COR. The COR must issue an order to the Contractor before the Contractor may proceed with the Repair.

The Contractor may defer performance of the Reimbursable Repair by placing the corresponding work order into a "waiting for funding" status from the time a valid proposal is given to the COR until the time an order is given to the Contractor. The time during which the work order is thus deferred will not count against the Contractor in calculating timeliness.

The Contractor must provide justification to the COR for use of subcontractors to perform work. The COR may prohibit use of subcontractors if the COR determines the Contractor is unnecessarily driving up the cost of the work, and the Contractor's own employees have the skills necessary to perform the work.

C.4.9.5.3.2. Invoicing

The Contractor shall invoice GSA for Reimbursable Repairs authorized orally, on a single consolidated invoice at the end of each month of performance. This invoice shall clearly identify each Repair, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of this claimed as reimbursable. If Repair(s) were subcontracted, copies of the subcontractor(s) invoices shall be attached. For subcontracted work, the invoice shall itemize parts, material and labor. If the Contractor directly purchased parts or components, copies of receipts shall be attached. Reimbursable Repairs authorized by Task Order may be invoiced separately upon completion and Acceptance of work. Invoices shall also contain references to CMMS work order numbers.

C.4.9.5.3.3. Ordering Repairs from Outside Source

The Government reserves the right to order Repairs from an outside source. If the Repair is a Reimbursable Repair, GSA will inform the Contractor of the outside source's price, and deduct \$2500, or the outside source's price, whichever is less, from the Contractor's payments. Prior to committing to having the work performed by the outside source, GSA will give the Contractor the choice of performing the work at no cost to GSA as an alternative to the deduction. The Contractor must provide an answer when offered such a choice within 24 hours.

C.4.9.5.4. Force Majeure

Deficiencies or breakdowns caused by vandalism, misuse, abuse, or natural disaster are fully reimbursable - the Contractor will be reimbursed under the Additional Services provisions described herein, or GSA will have the work performed by other means at no cost to the Contractor. Graffiti, however, shall be eliminated by the Contractor at no

further cost to GSA. **[[[IF GRAFFITI IS COVERED BY JANITORIAL, CHANGE THE GRAFFITI LANGUAGE]]]**

C.4.9.5.5 Warranties
The Contractor shall contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor shall avoid actions which would invalidate a warranty, unless authorized by the COR. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor shall immediately notify the COR, who shall determine whether the Contractor should commence Repairs, or continue to pursue correction under the warranty. If the COR determines that Repairs must be made without further delay, the COR may order the work to be performed by the Contractor on a fully reimbursable basis, under the Additional Services provisions described herein.

C.4.10. Service Call Desk
III
The Contractor shall operate a service call desk function during Normal Working Hours, to include taking and tracking Service Call requests, and maintaining Service Call records in the CMMS, to include Service Calls for work not under the scope of this contract (i.e., performing a central service call desk function for the facility, regardless of who is responsible for answering the Service Call). If the Service Call is the responsibility of a party other than the Contractor, the Contractor will nonetheless maintain the record of the Service Call, to include any necessary follow-up to verify completion or non-completion. The service desk person will be located in the Senior Property Manager's office, 650 Capital Mall, Sacramento, CA for an (8) hour period, Monday Thru Friday, 8:00 a.m. to 4:30 p.m.

C.5. UTILITY HOURS

The Contractor shall provide up to 20 hours per month of miscellaneous on-request services at no additional cost to the Government. For the most part such services will be low or mid skill level work (e.g., minor repairs to office finishes or fixtures, contractor escort services in building spaces, minor shipping and receiving, etc.) but may also include welding or locksmith services. Utility Hours may be required outside of normal working hours if requested at least one working day in advance.

The Contractor shall create an appropriate work order in the CMMS, and record hours performed on the work order.

C.6. ADDITIONAL SERVICES

C.6.1. General

The CO or a COR may order Additional Services at their discretion. Additional services may include any services related to OM&R, alterations, systems upgrades, system operation, or tenant services within covered facilities, but not covered within Basic Services (i.e., not already a requirement of the contract).⁷

C.6.2. Price Proposal for Additional Services Work

At the request of the CO or COR, the Contractor shall provide a price proposal to accomplish an Additional Services job within 48 hours of the request. The price proposal must follow the pricing guidelines described herein. Price proposals for Additional Services become fixed price on Acceptance and order by GSA. Although price negotiation and determination of price reasonableness is made on the basis of labor, materials and subcontract costs following the pricing guidelines described herein, the price accepted is not adjusted after completion of work to actual man-hours or actual materials cost.

C.6.3. Pricing

The Contractor's price proposal for an Additional Services job must follow the guidelines described below.

C.6.3.1. Parts and Materials

If parts or materials are required for a project, GSA may provide the parts or materials, or the Contractor may be asked to provide the parts and materials. Parts and materials shall be priced at estimated actual cost marked up by the Standard Coefficient in the price schedule. The CO or COR may accept a different markup rate for parts and materials if the Contractor can demonstrate unusual costs or difficulties in obtaining the parts or materials.

C.6.3.2. Labor

Price proposals must use the labor rates established in the bid schedule, unless work is subcontracted. The labor categories in the price schedule correlate with the categories in the Service Contract Act Directory of Occupations.⁸

If work is construction in nature, and exceeds \$2000 in price, then the Additional Services order must incorporate an appropriate Davis-Bacon wage determination. Labor rates will be agreed upon subject to negotiation.

C.6.3.3. Subcontracts

If work is to be subcontracted, the subcontracted part of the work is to be priced at actual cost to the Contractor, marked up by the Standard Coefficient in the price schedule.

⁷ Include in the contract the Davis-Bacon Wage Determination and applicable construction clauses when the additional service includes construction work.

⁸ The rate will be determined by the nature of the work, not the usual job classification of the individual(s) performing the work.

C. 6.4. Cost Documentation

If the Contractor provides the parts and materials, or if work is subcontracted, the Contractor shall furnish on request copies of invoices, vendor quotes, or receipts, either with the Contractor's proposal, or as substantiating documentation with the Contractor's invoice after completion of work.

C. 6.5. Competitive Bids

If a single part or component, or a single type (line item) of parts, components, or materials for a project is anticipated to equal or exceeds \$2500, the CO or COR may require that the Contractor obtain three bids from suppliers, and include documentation of these bids with his proposal. If subcontract work is anticipated to cost more than \$2500, the CO or COR may require that the Contractor obtain three bids from potential subcontractors, and include documentation of these bids with his proposal.

C. 6.6. Method of Ordering and Invoicing

The CO or a COR may order work priced at less than \$2500 orally. The CO or a COR shall issue a Task Order (GSA Form 300) for work costing \$2500 or more.

C.7. GENERAL AND ADMINISTRATIVE REQUIREMENTS

C. 7.1. Building Operating Plan

C. 7.1.1. Purpose

The Contractor shall develop and submit for approval, not later than the end of (45) days as stated herein, a detailed Building Operating Plan that explains operating and maintenance procedures for all major building equipment and systems. This plan must accurately describe the Contractor's methods of meeting contract requirements. The goals of this plan are:

- (1) Provide standard operating and maintenance procedures for the building, designed to operate and maintain existing systems in the most efficient and effective manner possible;
- (2) Establish procedures for documenting the operating, maintenance and Repair history of equipment and systems;
- (3) Establish equipment and systems performance standards that supplement those established by the Contract and other reference documents;
- (4) Establish contingency plans;
- (5) Provide a centralized reference of contract information, and management of the work;
- (6) Establish Contractor quality control procedures;
- (7) Assure compliance with regulatory requirements, to include establishing procedures for OSHA and environmental compliance.

The Building Operating Plan must be written so as to accomplish these objectives.

C. 7.1.2. Components of the Building Operating Plan

The Building Operating Plan shall contain as a minimum:

1. Contact information (local and corporate);
2. Description of staffing, responsibilities and schedules;
3. Standard operating procedures for operating building systems, to include as a minimum:
 - a) startup and shutdown times and procedures⁹;
 - b) procedures to accommodate tenant overtime utility requests;
 - c) peak load demand management procedures;
 - d) other operating strategies to maximize efficiency and minimize energy consumption;
 - e) Descriptions of the sequences of operations for major equipment systems.
4. Use of the CMMS and other available systems (e.g., BAS) to implement and document contract requirements;
5. Tour procedures, including operator assignment sheets;
6. Other documentation procedures necessary to meet contract requirements;
7. Maintenance schedules, procedures and guides;
8. Identification of all work to be performed by subcontractors, to include copies of all subcontracts, with price information, as an appendix to the Building Operating Plan;
9. Systems performance standards, to include those identified in the HVAC Operations Manual (if any), and others as appropriate;
10. The building equipment inventory, which must include all equipment requiring scheduled Preventive Maintenance (this should be a printout from the CMMS);
11. Service Call and Repair procedures, to include staffing and procedures for the service call desk function;
12. Water treatment plan and initial water treatment analysis and report;
13. Oil analysis program;
14. The quality control program;
15. Procedures and identification of personnel with special training for OSHA, air quality district, and other regulatory compliance;
16. Contingency plans for:
 - a) loss of the Contractor's on-site personnel (i.e., strike, walkout, injury, abrupt resignation);
 - b) civil disturbance or other major security threat;
 - c) natural disaster, bombing, or other event which damages the building's structure or utilities;
 - d) Utilities curtailment;
17. Description of air quality management district and other regulatory requirements (e.g., which rules apply to equipment in the building, which permits are necessary, etc.);

The Building Operating Plan shall either make cross-references to the HVAC Operations Manual, or incorporate sections of the HVAC Operations Manual. The two must not be in conflict, and all material related to sequences of operation and systems performance standards in the HVAC Operations Manual must be incorporated into the Building Operating Plan by one of these two methods. If cross-references are used, the

⁹ this should generally relate startup times to various environmental conditions.

Contractor must keep copy(s) of the HVAC Operations Manual in proximity to the Building Operating Plan.

If the Contractor fails to submit a satisfactory Building Operating Plan at the end of (45) days as stated herein, GSA may suspend payments until a satisfactory plan is submitted.

C.7.1.3 Existing Building Operating Plan

The Building Operating Plan may be based on or derived from the existing Building Operating Plan and other existing documents, but if so all components of the latter must be reviewed and updated. Deficiencies in the existing plan do not excuse deficiencies in the new plan.

C.7.1.4 Format of the Building Operating Plan

The Building Operating Plan must be submitted as an electronic file (MS Word or searchable PDF), and two hard copies.

C.7.1.5 Revisions/Updates to the Building Operating Plan

The Contractor shall make updates to the Building Operating Plan during the performance periods of the contract to assure that the Building Operating Plan reflects current equipment, systems, and operating procedures. Updates shall be incorporated into a revised Building Operating Plan, and submitted in the format and quantity indicated for the original submittal. Updates shall be marked so that changes may easily be seen by reviewers.

C.7.2 Equipment Inventory

During the period of the contract the Contractor shall maintain the equipment inventory of the building. As a minimum, this inventory shall list all items (1) requiring Preventive Maintenance; (2) having an electronic controller; or (3) expected to break or deteriorate so as to need replacement within a few years time in the normal course of building operations. Certain generic items found in large quantities (e.g., fire extinguishers, light fixtures) may be listed with multiple units on one inventory record (e.g., per room or other logical unit of space). The Contractor shall update the inventory as equipment is added or deleted from the building, and shall validate the equipment inventory by the end of each year of performance, recording all available data plate information that may have been previously missing from the inventory. All data fields, including all attributes for a given equipment type as designated in the system, must be completed as directed by the COR. A copy of the current equipment inventory shall be maintained in the Building Operating Plan. Inventory records must be maintained using the CMMS.

The Contractor shall adhere to naming conventions and other data definition standards indicated by GSA.

C.7.3 Formal Quality Control Program

The Contractor shall maintain a formal quality control program, with the aim of preventing deficient contract performance. This program shall be described in the

Building Operating Plan; such description shall describe the plan and the methods of implementation. The program must as a minimum include:

1. a system of regular work inspections by off-site company representatives;
2. a system of regular inspections by on-site staff (may be consolidated with the Tours program);
3. A program of monitoring equipment and systems performance on a systemic basis;
4. A program of review of service calls and tenant service records to verify quality of service.

Findings and corrective actions taken under the quality control program shall be documented.

C.7.4. Disruptions to Tenants or Building Service

C.7.4.1. Disabling Major Equipment

The Contractor shall give the COR 48 hours notice prior to dismantling or otherwise rendering inoperable major equipment, or shutting off any utility or HVAC service to any part of the building. The COR may waive this requirement if equipment shutdown is necessary to make a Repair. Maintenance requirements shall in general be scheduled to avoid disruptions or disturbance to building occupants.

C.7.4.2. Impact on Fire Protection Systems

The Contractor must obtain advance Approval from the COR before deactivating Fire Protection systems. If the fire alarm or sprinkler systems are temporarily removed or discontinued during work stages, they must be reconnected or placed back in service at the end of each day unless otherwise authorized by the COR.

C.7.4.3. Disruptive or Hazardous Tools

The COR must approve use of impact tools and power-actuated tools during Normal Working Hours. Burning or welding equipment may be used (at any time) only with written permission from the COR. A Welding and Burning Permit (GSA Form 1755) must be issued for each day welding or burning is performed.

C.7.4.4. Delivery and Storage

Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operation and personnel. Particular caution shall be taken not to damage Elevator, corridor, or lobby finishes. Storage and container labeling shall be in accordance with OSHA standards.

C.7.5. Quality of Work/Matching to Existing Finishes

All Repairs or alterations work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the Repaired areas shall be fully compatible, visually and operationally, with adjacent surfaces or equipment. All replacements shall match existing in dimensions, materials, quality of work, finish, color, and design. Upon completion of work, any stains, and other unsightly marks shall be removed.

C.7.6. Contractor Furnished Supplies, Materials and Equipment

C.7.6.1. General

The Contractor shall furnish all supplies, materials and equipment necessary for the performance of the work required by this contract except as otherwise specified herein.

C.7.6.2. Telephones

The Contractor shall furnish his on-site office with a telephone and telephone line. The Contractor is responsible for all connection charges, service charges, and charges for calls.

C.7.6.3. Furniture and Furnishings

The Contractor shall supply all necessary furniture, storage cabinets, shelves, and other furnishings needed to use office space, workshop space and storage areas provided by GSA for the Contractor's use, beyond such furniture and furnishings explicitly indicated as available for the Contractor's use by GSA.

C.7.6.4. Computer Equipment

The Contractor shall supply all necessary computer equipment, including peripherals, necessary to support building control systems, the CMMS, and the Contractor's administrative requirements, beyond computer equipment explicitly indicated as available for the Contractor's use.

C.7.7. Government Furnished Property

C.7.7.1. General

Government property shall remain the property of GSA in all respects. The COR may require Contractor personnel to sign for receipt and custody of Government furnished property, at the discretion of the COR. The Contractor shall take all reasonable precautions to safeguard and protect Government property. Government property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

C.7.7.1.1. General

The Government will furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space is currently furnished. Existing furnishings must be kept neat and clean and be returned to GSA at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

C.7.7.1.2. DSL Service

The Government will furnish a static IP DSL service that the Contractor may use. The Contractor must provide any extensions of Ethernet cable necessary to reach the

Contractor's computers. The Contractor must use up to date anti-virus software, and regularly scan computers with anti-spyware software, as this DSL service will also connect to other systems such as the BAS and so must be protected. The Contractor's computers must be behind a Government furnished and maintained firewall/router.

C.7.7.1.3. Upkeep of Machine Rooms and Storage Areas

C.7.7.1.3.1. General

The Contractor shall maintain the machinery spaces, shops and storerooms in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition.

C.7.7.1.3.2. Painting

The machinery rooms including floors and the equipment located within the machinery rooms shall be painted¹⁰ as necessary to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the color coding system provided by the COR (standardized GSA color coding for HVAC equipment and piping).

C.7.8. Compliance With Federal, State and Local Codes

The Contractor shall comply with all applicable federal, state and local laws, regulations and codes, to include codes established by air quality and other special districts, and shall obtain all applicable licenses and permits. The Contractor should note that federal facilities are subject to some state and local requirements (especially environmental), and not others. The Contractor is responsible for determining which requirements are applicable, and complying appropriately; the Contractor may ask advice of the CO or COR in this regard. The Government also has a policy of voluntary conformity to certain state and local code requirements even when permitting or approvals from local regulators are not required; the Contractor should ask the advice of the CO or COR when such issues arise.

C.7.9. Review of Design Documents

The Contractor shall review design and construction documents for projects planned for covered facilities, and shall comment on the impact of such designs on operating costs (except janitorial) in general, and on the cost impact of the Contractor to do the work required by the contract. If the Contractor is given opportunity to review such documents, and fails to comment appropriately, the Contractor may be considered to have waived rights to price increases due to project impacts.

¹⁰ systematic repainting of machine rooms is not required. Touch up painting necessitated by maintenance, repairs or minor alterations is required. The Contractor shall be required to maintain machine rooms in a condition comparable to that in place at the beginning of contract performance.

2007-2008 CHA 0-400000

2007-2008 CHA 0-400000

2007-2008 CHA 0-400000

SECTION D

Packing & Marking

D. PACKING AND MARKING

D.1. PAYMENT OF POSTAGE AND FEES

The Contractor shall pay for all postage and fees related to submitting information, including forms, report, etc., to the Contracting Officer or the Contracting Officer's Representative.

D.2. MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number, and the identification of the building(s) covered by the Contract.

INSPECTION AND ACCEPTANCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

INSPECTION OF SERVICES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

SECTION E

Inspection & Acceptance

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

INSPECTION AND ACCEPTANCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION AND ACCEPTANCE OF THE WORK.

E. INSPECTION AND ACCEPTANCE

[[[CONTRACTING OFFICER MAY WANT TO DELETE THIS AND INCLUDE IN PART 2 WITH FAR CLAUSES]]]

E.1. INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

(a) DEFINITIONS - "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to GSA covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to GSA during the contract performance and for as long as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If GSA performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, GSA may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, GSA may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, GSA may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by GSA that is directly related to the performance of such service or (2) terminate the contract for default.

E.2. MONTHLY PROGRESS REPORTS

After each month of performance, prior to submitting an invoice for such month but in no event later than the 15th of the next month, the Contractor shall submit a Monthly Progress Report providing as a minimum the following information:

- a) Status of all work orders which are deferred or otherwise incomplete (itemized list);

- b) Summary of work orders completed during the month (summarized data, does not need to be itemized by each work order);
- c) Explanation of any equipment, designed to be controlled by the BAS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month. Reference CMMS work orders;
- d) Itemization of all Additional Services and Reimbursable Repairs work performed during the performance month, or continuing in progress. Provide work status and expected completion date for all such work continuing in progress. Reference CMMS work orders;
- e) Review energy performance trends as of the end of the performance month, and describe likely causes of significant changes from the same month one year prior;
- f) Explain any significant deviations from system performance standards established in the HVAC Operations Manual, or Building Operating Plan;
- g) Describe corrective actions being taken resulting from findings of water treatment lab reports, major maintenance reports, or other reports. Reference CMMS work orders;
- h) Describe any operational or maintenance issues under investigation, to include tenant complaints that derive from unresolved systems problems. Reference CMMS work orders;
- i) Describe any recent or planned changes in on-site personnel;
- j) Describe any lost-time accidents or other safety problems that occurred during the performance month.

The work order references in the Monthly Progress Report must correlate with work orders in the CMMS as of the last day of the performance month.

The Government may suspend payment to the Contractor for a given performance month until a complete and accurate Monthly Performance Report is received. Absent such a report, invoices may be rejected, and the payment period (normally 30 days) for payment of invoices may not commence until an invoice is accepted after receipt of a satisfactory report.

E.3. QUALITY ASSURANCE

As part of GSA's quality assurance program, GSA may:

1. Review and, if warranted, reject any reports or other submittals required from the Contractor;
2. Review performance and service records, including but not limited to Monthly Progress Reports, BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
3. Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before

GSA must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.

4. Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
5. Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
6. Perform inspections with Government personnel or independent third-party inspectors.

Contractor performance will be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

The use or non-use of any Quality Assurance methods (e.g., an M&V program) by GSA will not constitute a waiver of or excuse from contract requirements.

The Government may implement or change Quality Assurance measures at any time during the term of the contract.

Deliveries or Performance

F. DELIVERIES OR PERFORMANCE

F.1. PLACE OF PERFORMANCE

The services to be provided under this contract shall be accomplished at:
Federal Buildings: 501 "I" Street, Sacramento, CA, 801 "I" Street, Sacramento, CA, 650
Capitol Mall, Sacramento, CA, 2800 Cottage Way, Sacramento, CA, 401 N. San
Joaquin Street, Stockton, CA and Modesto Federal Building, 12th and I Streets,
Modesto, CA , to include the following (as defined herein):

F.2. TERM OF CONTRACT

(2) Year initial and (3) (2) year options. Total contract duration not to exceed (8) years.

The Contracting Officer will notify the Contractor as to the time and place when the Pre-Work/Performance meeting will take place. This meeting will allow the Contracting Officer or his/her designee an opportunity to review the information with the contract manager.

F.3. OPTION TO EXTEND THE TERM OF THE CONTRACT

The Government shall have the unilateral option of extending the term of this contract for three consecutive additional periods of 24 months each (see clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (MAR 89)). The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least (30) calendar days prior to the expiration of the contract.

The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If GSA exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subjected to the default provisions of this contract.

F.4. SPECIAL REQUIREMENTS FOR SUBMITTALS

Submittal requirements are described throughout the Contract in the pertinent sections. Unless otherwise indicated submittals shall be submitted in one copy to the COR. In addition to the requirements below, at least one paper copy of each submittal must be maintained on-site by the Contractor.

The Building Operating Plan (with all components and associated reports) shall be submitted as follows:

- 1 bound paper copy to the COR.
- 1 electronic copy to the COR.
- 1 bound paper copy to GSA 9PMFT (address to be provided).
- 1 electronic copy to GSA 9PMFT (address to be provided).

Monthly reports shall be submitted as follows:

- 1 paper copy to the COR.
- 1 electronic copy to the COR.
- 1 electronic copy to GSA 9PMFT (address to be provided).

The Initial Deficiency List shall be submitted as follows:

- 1 paper copy to the COR.
- 1 electronic copy to the COR.
- 1 electronic copy to GSA 9PMFT (address to be provided).

Other reports required herein shall be submitted to the COR.

Electronic copies shall be in MS Word or searchable PDF format, except for attachments received from outside parties, which can be included as non-searchable PDF documents if OCR cannot reasonably be performed.

Submittals associated with work orders (e.g., water treatment reports) shall be uploaded in the CMMS with the work order. Paper reports shall be scanned to produce an electronic document for this purpose; in such cases, resolution shall be sufficient to read the document but not excessive so as to consume unnecessary computer memory.

SECTION G

Contract Administration Data

G. CONTRACT ADMINISTRATION DATA

G.1. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

G.1.1. CONTRACTING OFFICER (CO)

The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The Contracting Officer (CO) alone, without delegation, is authorized to take actions on behalf of GSA to:

(1) Amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules.

(2) Make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance.

(3) Terminate the contract for convenience or default.

(4) Resolving and issuing final decisions on actions taken under the "Disputes" clause of the contract.

(5) Process assignment of claims (assignment of contract payments to another organization).

(6) Process novation agreements.

However, he may delegate certain other responsibilities to his authorized representatives.

G.1.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will be appointed by letter. The Contractor will be notified of such appointment(s).

The responsibilities of the Contracting Officer's Representative include, but are not limited to:

(1) Determining the adequacy of performance by the Contractor in accordance with the terms and condition of this contract.

(2) Acting as GSA's representative in charge of work at the site.

(3) Ensuring compliance with contract requirements insofar as the work is concerned.

(4) Advising the Contractor of any proposed deductions for nonperformance or unsatisfactory performance.

(5) Processing unprotected deductions pursuant to the "Adjusting Payments" clause of the contract.

(6) Advising the Contracting Officer of any factors that may cause delay in performance of the work.

(7) Acting as an Ordering Official to place orders for Additional Services or Reimbursable Repairs.

These and other responsibilities shall be delegated in writing upon award of the contract, with a copy of such delegation to the Contractor.

G.2. PLACEMENT OF ORDERS FOR ADDITIONAL SERVICES

When Additional Services are required, the COR will place an order. Orders may be placed orally when the amount of the order totals \$2,500 or less or in the event of an emergency. All orders that exceed \$2,500 must be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish either a fixed price for the work indicated, or a maximum Contractor compensation.

G.3. PAYMENT INFORMATION

Information is available at the GSA Finance center web site, www.finance.gsa.gov, to assist with payment inquiries and other payment-related matters.

G.4. SUBMISSION OF INVOICES

G.4.1. Basic Services

Invoices for Basic Services shall be submitted on the first of each month to:

GSA Finance Center
Accounts Payable Branch, 7BCP
P. O. Box 17181
Fort Worth, Texas 76102

G.4.2. Additional Services and Reimbursable Repairs

Each invoice for Additional Services or Reimbursable Repairs shall be submitted to the appointed COR and shall reference the contract number, the ordering official, and information describing the work performed. The COR may require attachment of substantiating documentation.

Progress payments for Additional Services and Reimbursable Repairs are not authorized unless the COR or other ordering official explicitly approves progress payments at the time the order is issued.

G.5. SUSPENSION OF WORK

In the event services are not provided or required by GSA because the building(s) is closed due to unanticipated circumstances, deductions will be computed as follows:

(a) The deduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by 21 days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

(b) The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the Contractor is compensated for services provided.

G.6. PERFORMANCE DEDUCTIONS

In the event that required work is not performed, GSA may reduce the payment otherwise owed to the Contractor. In calculating the amount of the payment deduction, GSA may consider (1) the value of the work as deduced from any cost proposals submitted by the Contractor; (2) the Price Schedule hourly rates and man-hour estimates found in the Public Buildings Maintenance Guides and Time Standards; (3) actual subcontractor costs; (4) price quotes from other sources to perform the work; or (5) any other reasonable means of assessing the cost to perform the work or the cost to the Government of the work not being performed. GSA retains discretion as to whether to deduct from payments on the basis of the cost of the work, or value of the work to GSA. GSA will communicate the basis for performance deductions to the Contractor. The Contractor may dispute performance deductions pursuant to the Disputes clause of this contract.

G.7. REJECTION OF INVOICE WHERE WORK NOT COMPLETE

As an alternative to performance deductions, GSA may reject the Contractor's monthly invoice where all work required during the month has not been completed. GSA may at its sole discretion make partial payments in lieu of rejection of the invoice, but may elect to reject the invoice in its entirety in response to any amount of incomplete work.

G.8. COPIES OF THE CONTRACTOR'S PAYROLLS

Upon request in writing by the Contracting Officer, the Contractor shall within five working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all Contractor employees working under this contract during the payroll period. The Contracting Officer may request copies of any or all payrolls during the life of the contract.

H.

SECTION H

Special Contract Requirements

H. SPECIAL CONTRACT REQUIREMENTS

H.1. IDENTIFICATION

H.1.1. Building Pass or Identification (ID) Badge

The Contractor shall assure that each employee has a building pass or ID badge, as required pursuant to procedures required by the building manager of the specific building(s), before beginning duties.

The Contractor shall assure that all employees carry their passes with them during duty hours and show them on request. The CO or COR may periodically verify the passes of Contractor employees with their personal identification.

If building security procedures require photo ID badges, the Contractor shall make his employees available for production of photo identification badges on a schedule to be worked out with the GSA field office. The badges will be produced by GSA, at Government expense, upon receipt of a favorable security report (see "Security Clearance Requirements"). Contractor employees will sign such ID badges at time of photography. Employees shall not be permitted to begin work until badges have been issued, if building security requirements call for this. The Contractor shall assure that all badges are returned to the field office as employees are terminated and when the contract expires. The Contractor shall immediately notify the CO or COR on loss of a badge.

As identification procedures differ somewhat between buildings, and change over time, the Contractor is advised to ask building managers for specifics before the commencement of Contract performance.

H.1.2. Uniforms or Identifying Patches

Contractor trades employees, while engaged in work under this contract, must either wear a distinctive uniform or wear patches identifying the Contractor. Uniforms shall be maintained and worn in a neat and professional manner.

H.2. SECURITY CLEARANCE REQUIREMENTS

The Contractor shall submit to the CO or COR, for each proposed employee, not later than 10 working days prior to the start date of contract performance:

- (1) two completed FD 258 fingerprint cards;
- (2) one complete and accurate Statement of Personal History (GSA/DHS Form 176 or any successor form);
- (3) Form I-9 for any proposed employee not a US-born citizen.

If the CO or COR receives an unsuitable report on any employee or prospective employee, the Contractor shall be advised immediately that such employee or prospective employee cannot continue to work or be assigned to work under the contract.

The Government shall have and exercise full and complete control over the granting, denying, withholding and terminating of clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by GSA.

H.3. STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones except as authorized.

H.4. RECORDING PRESENCE

Each contract employee must sign in when reporting for on-site duty and sign out when leaving after completion of work in the building. The CO or COR shall indicate a log or form to be used for this purpose.

H.5. CONTRACT MANAGER

Not later than five days prior to the date contract performance begins, the Contractor shall submit to the CO or COR a written notice designating a contract manager, to whom all notices issued by GSA may be delivered or mailed, including notices required under the contract for proposed deductions and final decisions under the deduction provisions of the contract. A telephone number shall be furnished to the CO or COR for contacting the contract manager. The Contractor is also encouraged to use internet-accessible e-mail as a method of informal communication between the contract manager and Government representatives.

H.6. SUPERVISION OF WORK

The Contractor is responsible for supervising work performed; GSA shall not supervise Contractor employees. If a single technician is present, that technician must be capable of working independently and must be able to speak for the Contractor for purposes of performance of the work at hand. If multiple technicians are present, one must be identified as being supervisory (although the supervisor may be a working technician).

H.7. PERSONNEL QUALIFICATIONS

H.7.1 Qualifications of Supervisory Personnel

Supervisory personnel shall have experience sufficient to equip such personnel with the particular knowledge, skills and abilities necessary to supervise the operations and maintenance functions in buildings comparable in size and complexity to this building and its systems.

H.7.2 Qualifications of Technicians

All personnel engaged in the work to be accomplished under this contract shall possess at least 3 years of recent (within the past 5 years) experience in the operation and maintenance of equipment and systems comparable in complexity to systems covered by this contract.

Trainees not meeting the experience requirement may be employed in work under this contract if under the direct supervision of a journeyman technician at all times.

Exceptions to the experience requirement may be granted by the COR on a case-by-case basis, at the sole discretion of the COR.

H.7.3 Submission of Resumes for New Employees

The Contractor shall submit to the COR for approval the resumes for all personnel prior to such personnel beginning work during the performance period(s) of the contract.

When resumes are submitted, the CO or a COR will review the resumes, and may check the references for qualified training, competent past performance in the trades in which proposed for this contract, and reliable work history. If approved, the CO or a COR will certify the Approval to the Contractor, in writing, prior to contract start date, or prior to the employee starting work, as applicable to the situation. If the submitted candidates are not acceptable, the Contractor must submit new candidates for the COR's consideration.

H.8. ORDINANCES, TAXES, PERMITS AND LICENSES

Without additional expense to GSA, the Contractor shall:

- (a) comply with all local, state and federal laws, regulations and ordinances.
- (b) be liable for all applicable federal, state and local taxes.
- (c) obtain and pay for all permits and licenses governing performance under the contract.

H.9. ACCESSIBILITY OF RECORDS

All records and files that this contract requires the Contractor to maintain shall be made readily accessible to Government representatives, including third-party contract inspectors, on request. The Contractor shall instruct all on-site personnel to cooperate with Government or third-party contract inspector requests for records access or information, to include answering all questions related to performance of work honestly and comprehensively.

The Contractor shall provide personnel to provide after-hours access to inspectors, including third-party contract inspectors, and to operate equipment for the observation of such inspectors, at no additional cost to GSA so long as GSA requests the service at least 48 hours in advance and so long as after-hours access and operation of equipment is only requested for testing reasonably necessary to be performed after hours to avoid possible disruption to tenants. Inspections will generally be performed during normal working hours, except as necessary to avoid disruption to tenants.

H.10. OTHER CONTRACTORS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and/or Government employees. The Contractor shall carefully schedule his own work in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor shall not commit or permit any act that will interfere with the performance or work by another Contractor or by Government employees.

Contract Clauses

I. CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment —

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and

subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or

incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change of name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database, (B) comply with the requirements of Subpart 42.12, and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

- x (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
- x (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- x (19) 52.222-25, Equal Opportunity (Mar 2007) (E.O. 11246).
- x (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- x (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- x (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- x (26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (27)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- x (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).
- (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).
- (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (38)(i) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items.
[Contracting Officer check as appropriate.]
- x (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA
ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

X 552.237-70 Qualifications of Offerors (MAY 1989)

(b) Clauses.

X 552.203-71 Restriction on Advertising (SEP 1999)

552.211-73 Marking (FEB 1996)

X 552.215-70 Examination of Records by GSA (FEB 1996)

552.215-71 Examination of Records by GSA (Multiple Award Schedule) (JUL 2003)

X 552.215-72 Price Adjustment-Failure to Provide Accurate Information (AUG 1999)

552.219-70 Allocation of Orders - Partially Set-Aside Items (SEP 1999)

X 552.228-70 Workers' Compensation Laws (SEP 1999)

X 552.229-70 Federal, State, and Local Taxes (APR 1984)

X 552.232-8 Discounts for Prompt Payment (APR 1989) (DEVIATION FAR 52.232-8)

X 552.232-23 Assignment of Claims (SEP 1999)

X 552.232-71 Adjusting Payments (SEP 1999)

X 552.232-72 Final Payment (SEP 1999)

X 552.232-73 Availability of Funds (SEP 1999)

X 552.232-78 Payment Information (JUL 2000)

X 552.237-71 Qualifications of Employees (MAY 1989)

552.238-71 Submission and Distribution of Authorized FSS Schedule Price List
(SEP 1999)

552.238-74 Industrial Funding Fee and Sales Reporting (JUL 2003)

X 552.238-75 Price Reductions (SEP 1999)

552.242-70 Status Report of Orders and Shipments (APR 1992)

552.243-72 Modifications (Multiple Award Schedule) (JUL 2000)

552.246-73 Warranty - Multiple Award Schedule (MAR 2000)

552.246-76 Warranty of Pesticides (MAY 1989)

ADDENDUM TO FAR 52.212-4, 52.212-5 & 552.212-71

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The date of the clause in the regulation that is applicable at the time the solicitation is issued applies unless otherwise stated. The following provisions and clauses are incorporated by reference:

FAR 52.202-1	Definitions
FAR 52.203-3	Gratuities (Apr 1984)
FAR 52.203-5	Convenant Against contingent fees
FAR 52.203-7	Anti-Kickback Procedures
FAR 52.204-9	Personal Identity Verification of Contractor Personnel
(JAN 2006)	
FAR 52.217-2	Cancellation Under Multi-year Contracts (Oct 1997)
FAR 52.217-8	Option to Extend Services (Nov 1999)
FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)
FAR 52.223-3	Hazardous Material Identification and Material Safety
Data (Jan	
	1997)
FAR 52.223-13	Certification of Toxic Chemical Release Report
FAR 52.223-14	Toxic Chemical Release Reporting
FAR 52.228-5	Insurance - Work on a Government Installation (Jan
1997)	
FAR 52.232-17	Interest (Jun 1996)
FAR 52.233-2	Service of Protest (Aug 1996)**
FAR 52.224-4	Applicable Law for Breach of Contract Claim
FAR 52.237-1	Site Visit (Apr 1984)
FAR 52.237-2	Protection of Government Buildings, Equipment, and
Vegetation (Apr 1984)	
FAR 52.237-3	Continuity of Services (Jan 1991)
GSAM 552-217-70	Evaluation of Options (Nov 1992)

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the term of this contract only.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of the simplified acquisition threshold;
 - (2) Any order for a combination of items in excess of the simplified acquisition threshold; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and

including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the termination of this contract after 30 days of expiration of the contract including any options exercised.

52.217-8 OPTION TO EXTEND SERVICES (NOV. 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) *Definitions* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in

writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title]

(End of clause)

CLAUSE BELOW REPLACES 52.219-11, 52.219-12 & 52.219-17

GSAR 552.219-74

SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U. S. Small Business Administration
Denver District Office
721-19th Street, Suite 426
Denver, CO 80202-2599

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments and novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of Clause)

SECTION
ATTACHMENT A to FAR
ATTACHMENT B to FAR
ATTACHMENT C to FAR
ATTACHMENT D to FAR

SECTION J
List of Attachments
(List of documents, Exhibits &
Other Attachments)

EXHIBIT 1
Equipment Inventory List

**See attached document
(excel spreadsheet)
To be forwarded by email**

1. Modesto Federal Building/U.S. Post Office
2. Stockton Federal Building/Courthouse
3. Sacramento U.S. Courthouse
4. Sacramento U.S. Post Office
5. Sacramento Federal Building
6. Sacramento – John Moss Federal Building/U.S. Courthouse


2800 Cottage Way.xls


650CMEquipList.xls

(QASP)

The following information was
 furnished to the Bureau
 and is being furnished to you

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
MEMORANDUM FOR THE DIRECTOR
SUBJECT: [Illegible]
DATE: [Illegible]
BY: [Illegible]

J. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. This Quality Assurance Surveillance Plan (QASP) is designed to provide the General Services Administration (GSA) with an effective surveillance method of monitoring and evaluating the contractor's performance under a Performance Based Statement of Work (PBSOW) for Operations, Maintenance and Repair services.

2. In accordance to FAR Part 37.601, performance-based contracting methods are intended to ensure that the required performance quality levels are achieved and that the total payment is related to the degree that services performed or outcomes achieved meet contract standards. The role of the GSA is quality assurance by ensuring that the contractors are achieving the performance quality levels required under the operations, maintenance and repair services contracts and focusing on the contractors' quality control programs. The GSA periodically validates the execution of the contractors' quality control programs by reviewing such areas as the contractors' inspection forms, service call logs, tenant reports, tenant satisfaction surveys, and the timeliness of corrective actions.

3. The QASP is intended to accomplish the following:

- a. Defines the roles and responsibilities of participating government officials;
- b. Identifies the performance objectives based upon the PBSOW in accordance to FAR Part 46.401(a) (1);
- c. Identifies the performance quality level standards in accordance to FAR Part 37.601(a) (2);
- d. Describes the methods of surveillance for the GSA to identifying quality levels in accordance to FAR Part 46.401(a) (2);
- e. Establishes a method to provide feedback to the Contractor regarding quality and timeliness of the service performance, i.e., copies of inspection forms, copies of tenant reports, data on tenant satisfaction scores;
- f. Establishes timeframes for communication and performance improvement if needed; and
- g. Establishes specified procedures for changes to the contract price when services are not performed or do not meet contract requirements in accordance to FAR Part 37.601(a) (3).

4. The contractor shall develop a Quality Control Plan (QCP) that establishes procedures and responsibilities for controlling the quality of work to be performed.